

MAIN ROADS APEA ENTERPRISE BARGAINING AGREEMENT 2020
WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION


PARTIES	MAIN ROADS WESTERN AUSTRALIA	APPLICANT
	-v-	
	THE ASSOCIATION OF PROFESSIONAL ENGINEERS, AUSTRALIA (WESTERN AUSTRALIAN BRANCH) ORGANISATION OF EMPLOYEES	RESPONDENT
CORAM	PUBLIC SERVICE ARBITRATOR COMMISSIONER T EMMANUEL	
DATE	WEDNESDAY, 3 JUNE 2020	
FILE NO	PSAAG 4 OF 2020	
CITATION NO.	2020 WAIRC 00306	

Result	Agreement registered
Representation (on the papers)	
Applicant	Mr H Falconer (as agent)
Respondent	Ms T Rowlands (as agent)

Order

HAVING heard from Mr H Falconer as agent on behalf of the applicant and Ms T Rowlands as agent on behalf of the respondent, the Commission, pursuant to the powers conferred under the *Industrial Relations Act 1979* (WA), orders –

THAT the agreement made between the parties filed in the Commission on 13 May 2020 entitled the Main Roads APEA Enterprise Bargaining Agreement 2020 attached hereto be registered as an industrial agreement in replacement of the Main Roads APEA Enterprise Bargaining Agreement 2018 which by operation of s 41(8) is hereby cancelled.

 **(L.S.) (Sgd.) T. EMMANUEL**
 COMMISSIONER T EMMANUEL
 PUBLIC SERVICE ARBITRATOR

MAIN ROADS APEA ENTERPRISE BARGAINING AGREEMENT 2020

Industrial Agreement No. PSAAG of 2020

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PART A TITLE AND VALUES

1. TITLE

This Agreement shall be known as the Main Roads APEA Enterprise Bargaining Agreement 2020 and replaces and cancels the Main Roads APEA Enterprise Bargaining Agreement 2018.

2. MAIN ROADS VALUES**Roads Matter**

Taking pride in managing the road network for the benefit of the community.

Embracing Challenge

Anticipating and taking up challenges.

Excellence in Customer Service

Going to extraordinary lengths to understand and provide what is important to our customers.

Working Together

Striving to enhance relationships and achieve excellence.

Professionalism

Providing high levels of expertise and experience in delivery services.

Family

Respecting and supporting our customers, the community and each other.

3. DIVERSITY

Main Roads is committed to promoting and supporting workplace diversity and inclusion, creating an environment that values the contributions of people with different experiences and perspectives regardless of their race, gender identity, sexual orientation, intersex status, age, disability, culturally and linguistically diverse backgrounds. Main Roads is an inclusive organisation that values fairness, equity and diversity, consistent with its Values and Code of Conduct.

4. LEARNING AND DEVELOPMENT

4.1 Main Roads is committed to the ongoing development of the skills, knowledge and experience of its Employees. Establishing a learning culture is an important part of ensuring Main Roads remains an innovative and flexible organisation.

Main Roads will provide its Employees with the development they need to do their jobs and will offer support for career aspirations. Learning and development may take a variety of forms, such as:

- On the job development, including opportunities to gain new skills through projects or the involvement in cross-functional teams (internal alliances);

- Undertaking regional development;
- Attending training courses or participation in some of our Learning & Development Programs;
- Establishing a mentoring relationship to learn through the experience of others;
- Attending conferences and professional workshops including courses and conferences that earn professional development points;
- Participating in secondments or exchanges;
- Part-time study, supported through clause 50 – Study Assistance of this Agreement; and
- Anything else that encourages development and also provide some benefit to Main Roads (including professional development opportunities).

If an Employee undertakes an approved training course that has the potential for accreditation towards a qualification, that Employee will be encouraged to undergo the formal assessment to provide recognition for the newly acquired competencies.

4.2 **Career Conversation**

A Career Conversation provides the opportunity for each Employee to spend some time discussing their work and development with their Line Manager.

Based on their Career Conversation, each Employee will be able to formalise a plan with their Line Manager to undertake training, and expand their skills and knowledge in areas that contribute to their job. A Career Conversation may also provide the opportunity for the Employee to undertake some professional development.

All Employees covered by this Agreement will develop a Career Conversation with their Line Manager. Formalising a Career Conversation is an important part of the performance management process.

4.3 **Scholarship Program**

The Main Roads Scholarship Program is designed to build and expand the capability of Employees in key areas of our business by providing sponsored opportunities for further education and learning. Generally this will involve Main Roads contributing to the financial costs associated with study as well as access to study leave.

The Main Roads Scholarship Program Policy provides an overview of the program, including the process for the identification of scholarship areas, as well as the application process and guidelines for participation in the scholarship program.

PART B TECHNICAL AND GENERAL

5. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

Employer

The Commissioner of Main Roads

Union / Association

The Association of Professional Engineers, Australia (Western Australian Branch)
Organisation of Employees

6. SCOPE

This Enterprise Bargaining Agreement shall apply to all Employees of Main Roads who are eligible to be members of the Association. At the date of registration the number of Employees eligible to be covered by this Agreement is approximately 214.

7. COMMENCEMENT AND DURATION

7.1 This Agreement shall operate from the date of registration and shall remain in operation until 31 January 2022.

7.2 The parties agree to re-open negotiations for a replacement agreement at least eight (8) months prior to the expiry of this Agreement with a view to implementing a replacement agreement, operative from 1 February 2022.

8. NO FURTHER CLAIMS

The parties to this Agreement undertake that for the duration of the Agreement there shall be no further salary or wage increases sought or granted, except for those provided under the terms of this Agreement.

9. VARIATION OF AGREEMENT

Unless specified otherwise in this agreement, the rates or specifications for allowances expressed in the following clauses shall be varied in accordance with movements in the same allowances in the Government Officers Salaries Allowances and Conditions Award 1989:

- clause 55 – District Allowance
- clause 57 – Meals and Accommodation
- clause 58 – Travel
- clause 59 – Relocation

10. INTERPRETATION AND DEFINITIONS

- "Agreement"* means this Agreement signed by Main Roads and the Association and registered with the Western Australian Industrial Relations Commission.
- "Association"* means the Association of Professional Engineers, Australia (Western Australian Branch) Organisation of Employees.
- "Base Location"* means the location, depot or office specified to the Employee by Main Roads at the time of employment or transfer.
- "Cadet"* means an Employee engaged for a cadetship under an agreement that may include a period of service in the employment after the cadetship.
- "Casual Employee"* means an Employee engaged by the hour.
- "Child" and "Grandchild"* shall be read as including children of multiple birth or adoption.
- "Commissioner"* means the Commissioner of Main Roads or the Deputy Commissioner appointed in accordance with Section 7 of the Main Roads Act 1930 or as amended at any time.
- "Development Employee"* means a Graduate, an Engineering Associate, a Clerical or Technical Trainee, a Cadet or Scholarship Student undertaking a Development Employee Program.
- "Employee"* means those Employees eligible to be covered by this Agreement.
- "Employer"* means the Commissioner of Main Roads Western Australia.
- "Fixed Term Employee"* means an Employee who is employed on a full-time or part-time basis on a contract of service for a specified duration.
- "Line Manager"* means a person with day to day responsibility for the management of the Employee.
- "Main Roads"* means the Commissioner of Main Roads Western Australia.
- "Metropolitan Area"* means the area within a radius of 50 kilometres from Perth City Railway Station.
- "Ordinary Rate of Pay" and "Ordinary Rate of Salary"* means the rate of pay as provided for within Attachment A – Salary Rates of this Agreement.
- "Partner"* means a person who is a spouse or de facto Partner.
- "Part-time Employee"* means an Employee engaged in permanent part-time employment.
- "Permanent Employee"* means an Employee employed on an ongoing basis.

- “Public Sector”* means:
- (a) all agencies, ministerial offices and non-SES organisations as defined in section 3 of the *Public Sector Management Act 1994*; and
 - (b) employing authorities as defined in section 5 of the *Public Sector Management Act 1994*.

“Scholarship Student” means a person engaged on a scholarship program under an agreement that may include a period of service in the employment of Main Roads during vacation periods and /or after the scholarship program has been successfully completed.

“Union” means the Association of Professional Engineers, Australia (Western Australian Branch) Organisation of Employees.

“Work Team” means the team the Employee is assigned to work with from time to time.

The following definitions relate specifically to clause 73- Classification of Positions - Specified Calling Engineers

“Experienced Engineer” means a Professional Engineer with the following qualifications:

- (a) the Engineer is eligible to be a Member of Engineers Australia; or
- (b) graduated in a four year or a five year course at a University recognised by the Institution, with four (4) years’ experience of Professional Engineering duties since becoming a Qualified Engineer; or
- (c) has five (5) years’ experience on Professional Engineering duties.

“Graduate Engineer” means a person who holds a University degree or similar qualifications recognised by Engineers Australia.

“Professional Engineer” means a person qualified to carry out Professional Engineering duties. The term Professional Engineer includes Qualified Engineer and Experienced Engineer.

“Professional Engineering Duties” means duties carried out by a person in particular employment, the adequate discharge of any portion of which duties requires qualifications of the Employee as (or at least equal to those of) a graduate member of Engineers Australia.

“Qualified Engineer” means a Professional Engineer who is, or is eligible to be a graduate member of the Engineers Australia.

The following definitions relate specifically to subclause 59.3 - Property Allowance

“Agent” means a person carrying on business as an estate agent in a State or Territory of the Commonwealth, being, in a case where the law of that State

or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.

"Dependant"

in relation to an Employee means:

- (a) a Partner;
- (b) Child/children; or
- (c) other dependent family;

who resides with the Employee and who relies on the Employee for support.

"Expenses"

In relation to an Employee means all costs incurred by the Employee in the following areas:

- (a) legal fees paid to a solicitor or in lieu thereof fees charged by a Settlement Agent for professional costs incurred in respect of the sale or purchase, the maximum fee to be claimed shall be as set out in the Solicitors Cost Determination for non contentious business matters under section 275 of the *Legal Profession Act 2008*;
- (b) disbursements duly paid to a solicitor or a Settlement Agent necessarily incurred in respect of the sale or purchase of the Residence;
- (c) real estate agent's commission in accordance with that fixed by the Real Estate and Business agents Supervisory Board, acting under Section 61 of the Real Estate and Business Agents Act 1978, duly paid to an Agent for services rendered in the course of and incidental to the sale of the property, the maximum fee to be claimed shall be fifty percent (50%) as set out under Items 1 or 2 Sales by Private Treaty or Items 1 or 2 Sales by Auction of the Maximum Remuneration Notice;
- (d) stamp duty;
- (e) fees paid to the Registrar of Titles or to the officer performing duties of a like nature and for the same purpose in another State of the Commonwealth;
- (f) Expenses relating to the execution or discharge of a first mortgage;
- (g) the amount of Expenses reasonably incurred by the Employee in advertising the Residence for private sale.

"Locality"

In relation to an Employee means:

- (a) within the Metropolitan Area, that area within a radius of 50 kilometres from the Perth City Railway Station; and
- (b) outside the Metropolitan Area, that area within a radius of 50 kilometres from an Employee's headquarters when they are situated outside of the Metropolitan Area.

"Property" means a "Residence" as defined in this clause, including a block of land purchased for the purpose of erecting a Residence thereon to the extent that it represents a normal urban block of land for the particular Locality.

"Residence" means including any accommodation of a kind commonly known as a flat or a home unit that is, or is intended to be, a separate tenement, including dwelling/house, and the surrounding land, exclusive of any other commercial property, as would represent a normal urban block of land for the particular Locality.

"Settlement Agent" means a person carrying on business as Settlement Agent in a State or Territory of the Commonwealth, being, in a case where the law of that State or Territory provides for the registration or licensing of persons who carry on such a business, a person duly registered or licensed under that law.

"Transfer" or "Transferred" means a permanent transfer or permanently transferred.

The following definitions relate specifically to clause 60 - Special Conditions for Remote Locations (Regional Initiatives)

"Dependant" In relation to an Employee receiving a District Allowance means:

- (a) a Partner; or
- (b) where there is no Partner, a Child or any other relative of the Employee, resident within the State, who relies on the Employee for their main financial support;

who do not receive a district or location allowance of any kind from any source.

The following definitions relate specifically to subclauses 11.1 – 11.5 – Statements of Government Preference and subclauses 11.30 – 11.37 – Redeployment and Redundancy

"Redeployment Period" means the redeployment period as defined by regulation 28 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.

"Registered Employee" means a registered Employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.

"Registrable Employee" means a registrable Employee as defined by section 94(1A) of the *Public Sector Management Act 1994*.

"Suitability" means suitable office, post or position or suitable employment as defined by section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014*.

"Suitable Office, Post or Position", and "Suitable Employment" have the meaning given in section 94(6) of the *Public Sector Management Act 1994* as read with regulation 7 of

the *Public Sector Management (Redeployment and Redundancy) Regulations 2014.*"

"*Surplus Employee*" means either a Registrable Employee or a Registered Employee employed by Main Roads.

"*Suspend*" means to suspend the continuance of an Employee's Redeployment period in accordance with regulation 29 of the *Public Sector Management (Redeployment and Redundancy) Regulations 2014.*

11. CONTRACT OF EMPLOYMENT

Direct and Permanent Employment

Statements of Government Preference

11.1 Main Roads recognises that:

- (a) direct employment is the preferred form of engagement, noting this may not be practicable or financially achievable in all circumstances; and
- (b) permanent employment is the preferred mode of employment for Employees covered by this Agreement.

11.2 Main Roads recognises that casual employment, labour hire and other contract for service arrangements are not the preferred methods for delivery of services, and Main Roads will work towards minimising the use of casual employment, labour hire and other contract for service arrangements.

Joint Consultative Committee Access to Information

11.3 Within 60 days of a request being made in writing, Main Roads will provide to the Joint Consultative Committee (JCC) the names of the labour hire businesses used; the functions undertaken; the headcount number of labour hire employees performing the work; and the amount of money paid to each labour hire business.

Surplus Employees

11.4 Prior to engaging, or extending the engagement of, a labour hire employee, or otherwise entering into a new or extended labour hire arrangement, Main Roads must first consider whether any permanent Surplus Employees can undertake the role or duties required. All duties undertaken by labour hire employees will be assessed every three (3) months for the possibility of a Surplus Employee instead undertaking the role or duties. If a permanent Surplus Employee can undertake the role or duties, they will be offered the employment.

11.5 Where more than one appropriate permanent Surplus Employee exists, the following hierarchy shall apply for access to the role or duties:

- (a) Surplus Employees are considered first;
- (b) if no Surplus Employees are suitable, Registered Employees from other employing authorities are considered; and
- (c) if no Registered Employees are suitable, Registrable Employees from other employing authorities are considered.

Probationary Period

- 11.6 New Permanent Employees shall be on probation for a period not exceeding six (6) months. However, Employees appointed from the Public Sector who have at least six (6) months' continuous satisfactory service immediately prior to their permanent appointment will not be required to serve a probationary period.
- 11.7 At any time during the period of probation Main Roads may annul the appointment and terminate the services of the Employee by the giving of one (1) weeks' notice or payment in lieu thereof.
- 11.8 Prior to the expiry of the period of probation Main Roads shall have a report completed in respect to the Employee's level of performance, efficiency, conduct and:
- (a) confirm the appointment;
 - (b) extend the period of probation for up to six (6) months; or
 - (c) allow the probationary employment to lapse.
- 11.9 Where Main Roads extends the period of probationary employment the contract of employment may be terminated as set out in subclause 11.7.
- 11.10 Main Roads may summarily dismiss a probationary Employee deemed guilty of gross misconduct or neglect of duty and the Employee shall not be entitled to any notice or payment in lieu of notice.

Termination of Employment

- 11.11 No Employee shall leave the employ of Main Roads until the expiration of one (1) month's written notice of the Employee's intention to do so, without the approval of Main Roads. An Employee who fails to give the required notice shall forfeit a sum of \$500.00. Such monies may be withheld from monies due on termination.
- 11.12 One (1) month's written notice shall be given by Main Roads to an Employee. Provided that Main Roads may pay the Employee one (1) month's salary in lieu of the said notice.
- 11.13 Notwithstanding any of the other provisions contained in this clause a lesser period of notice may be negotiated between Main Roads and the Employee.
- 11.14 Main Roads may summarily dismiss an Employee deemed guilty of gross misconduct or neglect of duty and the Employee shall not be entitled to any notice or payment in lieu of notice.
- 11.15 Main Roads will grant Employees identified as surplus reasonable paid leave, inclusive of travel time, to attend;
- (a) employment interviews, and
 - (b) career counselling of a kind approved by Main Roads,
- for the purpose of seeking alternative employment.

Notice of Termination by Main Roads for Employees Over 45 Years of Age.

- 11.16 The period of notice for an Employee who, at the end of the day the notice is given, is over 45 years of age and has completed at least two (2) years' continuous service with Main Roads, is to be increased by one (1) week.
- 11.17 The additional period of notice shall form part of the notice provided under this Agreement or payment in lieu of notice worked out on the basis of the Employee's ordinary hours of work.

Retirement

- 11.18 An Employee, having attained the age of 55 years shall be entitled to retire from the employ of Main Roads.

Retirement on the Grounds of Ill Health

- 11.19 Main Roads can require an Employee to, or an Employee can request to, retire on the grounds of ill health if:
- (a) they are unfit to perform their duties as assessed against the requirements of their substantive position; and
 - (b) suitable alternative employment is not available.
- This will be subject to any relevant legislation.
- 11.20 Where a requirement or request is made for an Employee to retire on the grounds of ill health, Main Roads will apply the provisions of this clause.
- 11.21 Employees will not be retired by Main Roads unless:
- (a) advice in the form of a medical assessment from a relevant health professional supports the implementation of retirement on the grounds of ill health; and
 - (b) Main Roads advises the Employee, in writing, to seek advice from the Union and to seek professional advice on any implications of the proposed retirement.
- 11.22 Where advice from a relevant health professional supports retirement on the grounds of ill health, the Employee will be provided with written notification together with copies of all relevant medical evidence, and will be given an opportunity to respond.
- 11.23 Main Roads will genuinely consider the Employee's response before any decision is made to require them to retire on the grounds of ill health.
- 11.24 Main Roads will pay for all relevant medical evidence related to an Employer-initiated requirement for an Employee to retire on the grounds of ill health.
- 11.25 The Employee will pay for all relevant medical evidence related to an Employee-initiated request to retire on the grounds of ill health. In such circumstances the Employee may rely on medical evidence already obtained in the course of their diagnosis and treatment without being required to pay for a new medical assessment.
- 11.26 For the purposes of subclause 11.19(b):
- (a) suitable alternative employment is to be considered on a case by case basis;

- (b) Main Roads will genuinely consider proposals for modified duties that are proposed by the Employee; and
- (c) Main Roads is not required to create a new position or substantially alter the Employee's current position.

Phased Retirement

- 11.27 An Employee who attains the age of 55 years may seek to phase into retirement as agreed with Main Roads in accordance with the Main Roads Policy and Guidelines. Agreement will not be withheld unreasonably.
- 11.28 An Employee seeking to enter into phased retirement whose regular hours of duty is 40 hours per week, is entitled to reduce those hours to undertake part-time employment as a percentage of a 40 hour week.
- 11.29 Consultation will occur with the Union on the Policy and Guidelines.

Redeployment and Redundancy

- 11.30 The parties acknowledge that the *Public Sector Management Act 1994 (PSMA)* and the *Public Sector Management (Redeployment and Redundancy) Regulations 2014 (Regulations)* provide the legislative framework for redeployment and redundancy for all Employees covered by this Agreement. If the provisions of this Agreement and the Regulations are inconsistent, the provision of the Regulations shall prevail.
- 11.31 Main Roads will assess the Suitability of a Surplus Employee broadly which includes, but is not limited to:
 - (a) acknowledging that the Employee's classification level illustrates core competencies for that classification level;
 - (b) providing sufficient weight to the Employee's knowledge, skills and experience; and
 - (c) recognising the transferability of skills to roles where a direct fit may not exist.
- 11.32 Main Roads will seek to place Surplus Employees in suitable positions in accordance with subclause 11.31.
- 11.33 Main Roads will provide Surplus Employees with direct access to priority vacancies through the online Recruitment Advertising Management System (RAMS).
- 11.34 Main Roads will provide Surplus Employees with case management in line with the Public Sector Commission's Redeployment and Redundancy Guidelines and the Public Sector Commission's Redeployment and Redundancy Guidelines Appendix A – Case Management or any revised arrangement subsequent to the review of the redeployment and redundancy provisions. Main Roads will ensure that Surplus Employees are provided with an appropriately skilled Case Manager/s, a skills audit and continual support to find Suitable Employment.
- 11.35 Upon notification of registration, Main Roads shall provide an Employee who is notified of Main Roads' intention to register them under regulation 18 of the Public Sector Management (Redeployment and Redundancy) Regulations 2014 with the written reason/s for the intended registration and the possible employment, placement and training options available to them.

- 11.36 Where Main Roads is able to do so consistent with Commissioner's Instruction No. 12 – Redeployment and Redundancy, Main Roads may Suspend the Redeployment Period of a Registered Employee for the duration that the Employee is participating in retraining, a secondment or other employment placement arrangement. Where suspension of the total duration would exceed the allowable duration under Commissioner's Instruction No. 12 – Redeployment and Redundancy, Main Roads may Suspend the Redeployment period for the portion allowable.
- 11.37 Main Roads will notify the Association prior to a Registered employee entering the last three (3) months of their Redeployment period.

Fixed Term Contract Employment

- 11.38 Subject to this clause, Employees may be employed on contracts having fixed terms.
- 11.39 Before employing a person as a Fixed Term Employee or providing a new or extended fixed term contract to an Employee, Main Roads must first consider whether any permanent Surplus Employees can undertake the role or duties required. If a permanent Surplus Employee can undertake the role or duties, they will be offered the employment.
- 11.40 Notwithstanding subclause 11.39 Main Roads will have discretion to renew an existing fixed term contract if the Employee has been in the same or similar role for more than two (2) years and the arrangements are being reviewed for possible conversion under a process referred to at subclause 11.48.
- 11.41 Where more than one appropriate permanent Surplus Employee exists, the following hierarchy shall apply for access to the role or duties:
 - (a) Surplus Employees are considered first;
 - (b) if no Surplus Employees are suitable, Registered Employees from other employing authorities are considered; and
 - (c) if no Registered Employees are suitable, Registrable Employees from other employing authorities are considered.
- 11.42 Main Roads may only employ a person as a Fixed Term Employee in the following circumstances:
 - (a) covering one-off periods of relief;
 - (b) work on a project with a finite life;
 - (i) where a project is substantially externally funded including multiple external funding sources, Main Roads must present a business case supporting the use of Fixed Term Employees in such positions to the Joint Consultative Committee;
 - (ii) where external funding has been consistent on an historical basis and it can be reasonably expected to continue Main Roads shall assess the percentage of positions for which permanent appointment can be made.
 - (c) work that is seasonal in nature;
 - (d) where an Employee with specific skills is not readily available in the Public Sector is required for a finite period; or

(e) in any other situation as agreed between the parties to this Agreement.

- 11.43 Employees appointed for a fixed term contract shall be advised in writing of the terms of appointment, including the circumstance of the appointment as provided under subclause 11.42, and such advice shall specify the dates of commencement and termination of employment.
- 11.44 Fixed term employment will end on the nominated finish date.
- 11.45 Main Roads and the Employee can agree to transfer any accrued and pro-rata leave and entitlements where a following fixed term appointment is agreed by Main Roads and the Employee starts within seven (7) calendar days.
- 11.46 All other conditions for a Fixed Term Employee will be the same as for a Permanent Employee.
- 11.47 Main Roads will provide the Union the names and work locations of all Employees on fixed term contracts within 28 days of a request being made in writing.
- 11.48 The parties acknowledge that Commissioner's Instruction No. 23 – Conversion and appointment of fixed term and Casual Employees to permanency (CI 23) was a corrective measure to enable the conversion of some fixed term and Casual Employees to permanent employment in agreed circumstances. CI 23 will continue to apply to fixed term and Casual Employees employed or engaged on 10 August 2018. CI 23 is subject to review according to its terms.

Cadets

- 11.49 Main Roads may appoint Cadets in areas where specific skills are required in Main Roads which are not readily available. Requirements for work and study periods and conditions that apply are as provided for in the *Main Roads Engineering Cadets Regulations 1982*.

A sustenance allowance will be paid as per Attachment E.

Part-time Employees

- 11.50 A Part-time Employee is an Employee who is engaged in regular and continuing employment for less than an average of 37.5 hours per week. The Employee shall not be required to work for a period less than three (3) hours on any single occasion.
- (a) Each permanent part-time arrangement shall be confirmed by Main Roads in writing and will include the following specifications:
- (i) agreed period of the arrangement; and
 - (ii) the hours and days to be worked by the Employee, include starting and finishing times, which shall hereinafter be referred to as "ordinary working hours".
- (b) Main Roads shall give an Employee one (1) months' notice of any proposed permanent variation to that Employees' ordinary working hours, provided that Main Roads shall not vary the Employees' total weekly hours of duty without the Employee's prior written consent, a copy of which shall be forwarded to the Association.

- (c) In addition to 11.50(b), whenever agreement with an Employee in writing is reached for a temporary variation to an Employee's ordinary working hours, time worked during the normal business hours as set out in clause 22 – Hours of Work of this agreement is not to be regarded as over time but an extension of the contract hours and should be paid at the normal rate of pay.
 - (d) The overtime provisions of clause 23 – Overtime Allowance of this Agreement shall apply to all time worked outside the ordinary working hours prescribed by subclause (a) unless an arrangement pursuant to 11.50(b) or (c) is in place.
 - (e) Salary for a Part-time Employee will be proportionate to the time worked relative to full-time employment.
 - (f) A Part-time Employee shall be entitled to the same leave and conditions prescribed in this Agreement as for a full-time Employee proportionate to the hours worked.
 - (g) Payment to a Part-time Employee proceeding on annual leave and long service leave will be calculated on a pro-rata basis having regard for any variations to the Employee's ordinary working hours during the accrual period.
 - (h) Employees are entitled to the public holidays prescribed in clause 31 – Public Holidays of this Agreement without variation of the Employee's fortnight pay provided the holidays occur on a day which is normally worked.
- 11.51 The provisions of clause 11.50 do not prevent an Employee from accessing provisions contained in clause 35 – Maternity Leave, clause 36 – Adoption Leave and clause 37 – Other Parent Leave of this agreement concerning return to work on a modified basis.
- 11.52 An Employee may request Main Roads to permit them to work on a modified basis in their current position; or in a position equivalent in pay, conditions and status to their current position and commensurate with the Employee's skills and abilities.
- 11.53 An Employee may seek to work on a modified basis that involves the Employee working on different days or at different times or both; or on fewer days or for fewer hours or both, than the Employee currently works.
- 11.54 Main Roads:
- (a) must give reasonable consideration to an Employee's request to work on a modified basis, particularly where the request relates to an Employee's caring responsibilities or phasing into retirement;
 - (b) may only refuse an Employee's request to work on a modified basis if there are grounds to refuse relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of Main Roads and those grounds would satisfy a reasonable person; and
 - (c) has the onus for demonstrating that there are grounds to refuse the Employee's request that would satisfy a reasonable person.
- 11.55 Main Roads is to give the Employee written notice of Main Roads' decision on a request to work on a modified basis. If the request is refused, the notice must set out the reasons for the refusal.
- 11.56 Right of reversion of Employees
- (a) Where a full time Employee is permitted to work part time for a period of no greater than twelve months, the Employee has a right, upon four week's written notice, to

revert to full time hours in the position previously occupied before becoming part time or a position of equal classification as soon as deemed practicable by Main Roads, but no later than the expiry of the agreed period.

- (b) Where a full time Employee is permitted to work part time for period greater than twelve months, the Employee may apply to revert to full time hours in the position previously occupied before becoming part time or a position of equal classification, but only as soon as is deemed practicable by Main Roads. This should not prevent the transfer of the officer to another full time position at a salary commensurable to their previous full time position.

11.57 A Part-time Employee shall be entitled to the same salary, leave and other conditions prescribed in this Agreement for full-time Employees, with payment being in the proportion which the Employee's weekly hours bear to the weekly hours of an Employee engaged full-time in that class of work.

11.58 The provisions of subclauses 11.11-11.14 shall also apply in respect to Part-time Employees.

Casual Employee

Salary

11.59 A casual Employee shall be paid for each hour worked at the appropriate classification contained in Attachment A – General Division or Specified Calling of this Agreement in accordance with the following formula:

$$\frac{\text{Fortnightly salary}}{75}$$

with the addition of casual loading in lieu of annual leave, personal leave and payment for public holidays. Casual loading will be in accordance with clause 15.60.

Casual Loading

11.60 The casual loading payable is 22 per cent on and from the date of registration of this Agreement and 25 per cent on and from 1 February 2021.

Conditions of Employment

- 11.61 (a) Conditions of employment, leave and allowances provided under this Agreement do not apply to a casual Employee with the exception of bereavement leave, long service leave, family and domestic violence leave and carers leave. However, where expenses are directly and necessarily incurred by a casual Employee in the ordinary performance of their duties, the Employee shall be entitled to reimbursement in accordance with this Agreement.
- (b) The minimum period of engagement of a Casual Employee will be 3 hours on each engagement.
- (c) Main Roads will determine the appropriate increments for Casual Employees by taking into consideration prior experience within the Public Sector.
- (d) Nothing in this clause shall confer "Permanent" or Fixed Term Employee officer status within the meaning of this Agreement.

- (e) The employment of a Casual Employee may be terminated at any time by the Casual Employee or the Main Roads giving to the other one (1) hour's prior notice. In the event of Main Roads or a casual Employee failing to give the required notice, one (1) hour's salary shall be paid or forfeited.
- (f) Clause 23– Overtime Allowance of this Agreement, does not apply to Casual Employees. Additional hours are paid at the normal casual rate.

Caring Responsibilities

- 11.62 (a) Subject to the evidentiary and notice requirements in clause 32 – Personal Leave of this Agreement, a casual Employee is entitled to not be available to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a Child.
- (b) Main Roads and the casual Employee shall agree on the period for which the casual Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- (c) Main Roads must not fail to re-engage a casual Employee because the casual Employee accessed the entitlements provided for in this clause. The rights of Main Roads to engage or not engage a casual Employee are otherwise not affected.

12. TRANSFERS

- 12.1 When considering the possibility of transferring an Employee from one location to another, or from one position to another, Main Roads shall consult with the Employee and give appropriate consideration to the Employee's needs and circumstances, equal opportunity issues and organisational requirements prior to making a decision.
- 12.2 For the purpose of this clause "location" includes Main Roads' Metropolitan Offices and Regional Offices. A transfer can be either between or within locations.
- 12.3 Main Roads shall also ensure the Association is consulted about the proposed transfer.
- 12.4 Any Employee may be transferred within a location, between locations or from one position to another position, at level in accordance with Public Sector Standards.
- 12.5 **Right of Return**
 - (a) A guarantee exists for Employees to return to their preferred place of residence after a period. The period would be typically three (3) years but this can be negotiated where an Employee's circumstances warrant an earlier return. Approval for a return to a preferred place of residence will not be unreasonably withheld but subject to positions being available and the Employee's circumstances.
 - (b) If the Employee disagrees with the final decision, the Employee can access the Dispute Settlement Procedure of this Agreement.

13. VOLUNTARY REGRESSION

- 13.1 Written requests for voluntary regression from Employees may be approved by the Commissioner of Main Roads.
- 13.2 Before approval is given the Commissioner of Main Roads must be provided with documentation by the Employee to ensure that the Employee has received adequate counselling regarding the request.
- 13.3 The salary rate upon regression is to be the maximum salary paid in respect to the level to which the Employee regresses.

PART C REMUNERATION AND CLASSIFICATION

14. SALARY RATES

- 14.1 The annual salaries provided for by this Agreement shall be those contained in Attachment A – Salary Rates of this Agreement.
- 14.2 An Employee who is employed by Main Roads on the date of registration of this Agreement will, on registration of the Agreement, receive a payment equivalent to the \$1,000 per annum additional salary that would have been paid on and from 1 February 2020.
- 14.3 An Employee who resigns or retires or whose employment is otherwise terminated prior to the registration of this Agreement is not entitled to the payment provided in subclause 14.2.
- 14.4 The second salary increase of \$1,000 per annum shall operate on and from 1 February 2021.
- 14.5 The annual salaries provided in Attachment A – Salary Rates of this Agreement are in full and final settlement of productivity improvements up to the date of commencement of the Main Roads APEA Enterprise Bargaining Agreement 2012.
- 14.6 An Employee's fortnightly salary shall be:
- (a) determined according to the annual salaries contained in Attachment A – Salary Rates;
 - (b) calculated to four decimal points; and
 - (c) rounded to the nearest one cent.

15. ANNUAL INCREMENTS

- 15.1 Employees shall proceed to the next salary increment after 12 months' continuous service to the maximum of their salary range by annual increments unless there is an adverse report on the Employee's performance or conduct which recommends the non-payment of the annual increment.
- 15.2 The following process shall apply where a report on an Employee's performance or conduct recommends the non-payment of an annual increment:
- (a) The Employee will be shown the report prior to completing 12 months' continuous service since their last incremental advance.
 - (b) The Employee will be provided with an opportunity to comment in writing.
 - (c) The Employee's comments will be considered immediately by Main Roads and a decision made as to whether to approve the payment of the increment or withhold payment for a specific period.
 - (d) Where the increment is withheld, Main Roads before the expiry of the specified period will complete a further report and the provisions of paragraph (b) and (c) of this subclause will apply.
- 15.3 The non-payment of an increment will not change the normal anniversary date of any further increment payments.

15.4 For the purposes of this clause "continuous service", except where an increment is payable according to age, shall not include:

- (a) any period exceeding 14 calendar days during which an Employee is absent on leave without pay. In the case of leave without pay which exceeds 14 calendar days the entire period of such leave without pay is excised in full;
- (b) any period which exceeds six (6) months in one (1) continuous period during which an Employee is absent on workers' compensation. Provided that only that portion of such continuous absence which exceeds six (6) months shall not count as "continuous service";
- (c) any period which exceeds three (3) months in one (1) continuous period during which an Employee is absent on personal leave without pay. Provided that only that portion of such continuous absence which exceeds three (3) months shall not count as "continuous service".

16. REMUNERATION

Pay Advice

16.1 Employees may be notified of their pay details via written or electronic means.

Recovery of Underpayments

16.2 Where an Employee is underpaid in any manner:

- (a) Main Roads will, once Main Roads is aware of the underpayment, rectify the error as soon as practicable;
- (b) where possible the underpayment shall be rectified no later than in the pay period immediately following the date on which Main Roads is aware that an underpayment has occurred; and
- (c) where an Employee can demonstrate that an underpayment has created serious financial hardship, the Employee shall be paid by way of a special payment as soon as practicable.

16.3 Main Roads shall compensate an Employee for costs resulting directly from an underpayment, where it is proven that the costs resulted directly from the underpayment. This includes compensation for overdraft fees, dishonoured cheque costs, and dishonour fees related to routine deductions from a bank account into which an Employee's salary is paid.

16.4 Nothing in this clause shall be taken as precluding the Employee's legal right to pursue recovery of underpayments.

Recovery of Overpayments

16.5 Main Roads has an obligation under the Financial Management Act 2006 to account for public monies. This requires Main Roads to recover overpayments made to an Employee.

16.6 Any overpayment will be repaid to Main Roads within a reasonable period of time.

- 16.7 Where an overpayment is identified and proven, Main Roads will provide the Employee with the written details of the overpayment and notify the Employee of their intent to recover the overpayment.
- 16.8 Where the Employee accepts that there has been an overpayment, arrangements for the recovery of the overpayment will be negotiated between Main Roads and Employee.
- 16.9 If agreement on a repayment schedule cannot be reached within a reasonable period of time, Main Roads may deduct the amount of the overpayment over the same period of time that the overpayment occurred provided:
 - (a) Main Roads may not deduct or require an Employee to repay an amount exceeding 5% of the Employee's net pay in any one pay period without the Employee's agreement;
 - (b) where necessary, Main Roads may deduct money over a period of time greater than the period of time over which the overpayment occurred.
- 16.10 If the Employee disputes the existence of an overpayment and the matter is not resolved within a reasonable period of time, the matter should be dealt with in accordance with clause 67 - Dispute Settlement Procedure of this Agreement. No deductions relating to the overpayment shall be made from the Employee's pay while the matter is being dealt with in accordance with the Dispute Settlement Procedure.
- 16.11 Nothing in this clause shall be taken as precluding Main Roads' legal right to pursue recovery of overpayments.
- 16.12 Where Main Roads alters the pay cycle or pay day, any consequential variations to an Employee's fortnightly salary and/or payments to compensate shall not be considered an overpayment for the purposes of this clause.

Payment into Nominated Account

- 16.13 All pay and allowances, via Payroll and Accounts Payable will be paid via Electronic Funds Transfer (EFT) into an account nominated by the Employee. The account must be at a bank, building society or credit union approved by the Under Treasurer of the Western Australian State Government or an Accountable Officer. When an Employee ceases work the final payment will be paid into the nominated account within two (2) working days of the Employee's last day of work.

Pay and Deductions

- 16.14 (a) The annual pay applicable to an Employee under this Agreement is shown in Attachment A.
- (b) The fortnightly and hourly rates are determined according to the formulae:

$$\text{Fortnightly rate} = \frac{\text{Annual Rate}}{313} \times \frac{12}{1}$$

$$\text{Hourly rate} = \frac{\text{Fortnightly Rate}}{75}$$

- (c) An Employee may request regular deductions be made from their pay. This will be subject to authorisation in writing by the Employee and subject to Main Roads' agreement.

Specified Callings

- 16.15 (a) The positions listed at Schedule 2 are specified calling engineering positions that require:
- (i) a mandatory degree qualification; and
 - (ii) the occupant of the position to hold the mandated qualification.
- (b) Future changes to the list of specified callings engineer's positions at Schedule 2 will require the written approval of the Executive Director Public Sector Labour Relations Department of Mines, Industry Regulation and Safety.
- (c) Employees appointed to positions listed at Schedule 2 of this Agreement shall receive the salaries detailed in Attachment A – Specified Callings Salary Rates in accordance with their specified calling classification.
- (d) On appointment under this clause Graduate Engineers who have completed an approved:
- (i) three year engineering degree qualification shall commence at the SC 1 first year increment;
 - (ii) four year engineering degree qualification shall commence at the SC 1 second year increment; and
 - (iii) Masters or PhD engineering qualification shall commence at the SC 1 third year increment.
- (e) For the purposes of subclause 16.15(d) (iii) an engineering qualification must be recognised by Engineers Australia and the Executive Director Public Sector Labour Relations Department of Mines, Industry Regulation and Safety to qualify for commencement at the third increment. Where an employee's engineering qualification is not equivalent to a Masters or PhD in accordance with this clause they will be appointed in accordance with subclause 16.15(d)(i) or (ii) depending on the length of their qualification.
- (f) Employees who attain a higher qualification after appointment are not entitled to any advanced progression through the range.

17. PURCHASED LEAVE- 42/52 SALARY ARRANGEMENT

- 17.1 Main Roads and an Employee may agree to enter into an arrangement whereby the Employee can purchase up to ten (10) weeks' additional leave.
- 17.2 Main Roads will assess each application for a 42/52 salary arrangement on its merits and give consideration to the personal circumstances of the Employee seeking the arrangement.
- 17.3 Where an Employee is applying for purchased leave of between five (5) and ten (10) weeks Main Roads will give priority access to those Employees with carer responsibilities.

- 17.4 In order to access approved purchased leave, an Employee must:
- (a) satisfy Main Roads' accrued leave management policy; and
 - (b) take one (1) week annual leave if purchasing nine (9) weeks' leave; or
 - (c) take two (2) weeks' annual leave if purchasing ten (10) weeks' leave.
- 17.5 Notwithstanding subclause 17.4(b) and (c), Main Roads may allow an Employee to access purchased leave before they have accessed one or two week's annual leave, whichever applies, where the Employee requests it. Any such request may only be refused by Main Roads if there are reasonable grounds to do so.
- 17.6 The provisions of subclause 17.4(b) and (c), do not apply to an Employee who purchases less than nine (9) weeks' leave.
- 17.7 The Employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of purchased leave:

Number of Weeks' Salary Spread Over 52 Weeks	Number of Weeks' Purchased Leave
42 weeks	10 weeks
43 weeks	9 weeks
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- 17.8 The purchased leave will not be able to be accrued. The Employee is to be entitled to pay in lieu of the purchased leave not taken. In the event that the Employee is unable to take such purchased leave, their salary will be adjusted in the last pay period in February to take account of the fact that time worked during the year was not included in their salary.
- 17.9 Untaken purchased leave will be paid out at the rate at which it was purchased.
- 17.10 (a) Where an Employee who is in receipt of an allowance provided for in clause 52 – Higher Duties Allowance of this Agreement proceeds on any period of purchased leave the Employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
- (b) Other than when an Employee is on a period of purchased leave, the higher duties allowance component of an Employee's salary shall not be affected by an agreement to reduce the Employee's salary for purchased leave purposes.
- 17.11 Overtime is paid at the Ordinary Rate of Salary and not the reduced rate. This will also apply where overtime is referred to as a percentage of salary.
- 17.12 In the event that a Part-time Employee's ordinary working hours are varied during the year, the salary paid for such leave taken will be adjusted on the last pay in February to take

into account any variations to the Employee's ordinary working hours during the previous year.

18. PURCHASED LEAVE - DEFERRED SALARY ARRANGEMENT

- 18.1 With the written agreement of Main Roads, an Employee may elect to receive, over a four-year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.
- 18.2 Main Roads will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- 18.3 On completion of the fourth year, an Employee will be entitled to 12 months' leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth year of deferment.
- 18.4 Where an Employee completes four (4) years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro rata basis for all purposes.
- 18.5 An Employee may withdraw from this arrangement prior to completing a four-year period by written notice. The Employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.
- 18.6 Main Roads will ensure that superannuation arrangements and taxation effects are fully explained to the Employee by the relevant Authority. Main Roads will put any necessary arrangements into place.
- 18.7 Overtime is paid at the Ordinary Rate of Salary and not the reduced rate. This will also apply where overtime is referred to as a percentage of salary

Variation of the Arrangements

- 18.8 As an alternative to subclause 18.5, and only by mutual agreement of Main Roads and the Employee, the provisions of the deferred arrangement may be varied subject to the following:
- (a) the term of the arrangement will not extend beyond that contemplated by this clause,
 - (b) the variation will not result in any consequential monetary or related gain or loss to either Main Roads or the Employee, and
 - (c) the percentage of salary to apply during the 12 months' leave as specified in subclause 3 of this clause will be calculated as 80% of the average ordinary prescribed hours worked over the previous four (4) years.

19. LEAVE WITHOUT PAY

- 19.1 Subject to the provisions of subclauses (2) and (3) of this clause, Main Roads may grant an Employee leave without pay for any period and is responsible for that Employee on their return.
- 19.2 Subject to the provisions of subclause (3) every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:

- (a) The work of Main Roads is not inconvenienced; and
- (b) All other leave credits of the Employee are exhausted.

19.3 An Employee shall, upon request be entitled to two (2) days unpaid personal (caring) leave.

19.4 An Employee on a fixed term contract may not be granted leave without pay for any period beyond that Employee's approved period of engagement.

19.5 Any period that exceeds two (2) weeks during which an Employee is on leave of absence without pay shall not, for any purpose, be regarded as part of the period of service of that Employee.

19.6 For the effect of leave without pay on:

Increments: see subclause 15.4(a);

Annual leave: see subclause 27.18;

Long service leave: see subclause 30.4;

Personal leave: see subclause 32.28.

20. SALARY PACKAGING ARRANGEMENT

20.1 An Employee may, by agreement with Main Roads, enter into a salary packaging arrangement in accordance with this clause and Australian Taxation Office requirements.

20.2 Salary packaging is an arrangement whereby the entitlements and benefits under this Agreement, contributing toward the Total Employment Cost (TEC), (as defined in subclause 20.3) of an Employee, can be reduced by and substituted with another or other benefits.

20.3 The TEC for salary packaging purposes is calculated by adding the following entitlements and benefits:

- (a) the base salary;
- (b) other cash allowances;
- (c) non cash benefits;
- (d) any Fringe Benefit Tax liabilities currently paid; and
- (e) any variable components.

20.4 Where an Employee enters into a salary packaging arrangement the Employee will be required to enter into a separate written agreement with Main Roads setting out the terms and conditions of the salary packaging arrangement.

20.5 Notwithstanding any salary packaging arrangement, the salary rate as specified in this Agreement, is the basis for calculating salary related entitlements specified in the Agreement.

- 20.6 Compulsory Employer Superannuation Guarantee contributions are to be calculated in accordance with applicable Federal and State legislation. Compulsory Employer contributions made to superannuation schemes established under the *State Superannuation Act 2001* are calculated on the gross (pre packaged) salary amount regardless of whether an Employee participates in a salary packaging arrangement with Main Roads.
- 20.7 A salary packaging arrangement cannot increase the costs to Main Roads of employing an individual.
- 20.8 A salary packaging arrangement is to provide that the amount of any taxes, penalties or other costs for which Main Roads or the Employee is or may become liable for and are related to the salary packaging arrangement, shall be borne in full by the Employee.
- 20.9 In the event of any increase in taxes, penalties or costs relating to a salary packaging arrangement, the Employee may vary or cancel that salary packaging arrangement.
- 20.10 Salaries as prescribed by Attachment A – Salary Rates of this Agreement are to be applied for the purposes of subclause 20.3, regarding TEC, and subclause 20.6, regarding Compulsory Employer Superannuation Guarantee contributions.

21. PROCEDURE FOR CLASSIFYING A POSITION

- 21.1 During the life of this Agreement the parties will review the classification processes and procedures that will be applied.

PART D FLEXIBLE WORK ENVIRONMENT AND LEAVE PROVISIONS

Section 1: FLEXIBLE WORK ENVIRONMENT**22. HOURS OF WORK****Working Hours**

- 22.1 The ordinary hours of work shall be either an average of thirty seven hours and 30 minutes (37.5) or forty hours (40) per week Monday to Friday, as agreed with the Employee. Ordinary hours of work are between the hours of 6:00 am and 6:30 pm, up to a maximum of 12 hours per day in accordance with operational requirements as determined by the Line Manager.
- 22.2 Special work arrangements can be agreed to meet particular work requirements as specified in the subclause 22.15 - Special Work Arrangements.
- 22.3 Starting and finishing times will be flexible and responsive to customer needs and other operational requirements as determined by the Line Manager in consultation with the Employee.
- 22.4 Notwithstanding the provisions of subclause 22.3, an Employee will be required to take an unpaid meal break between the hours of 11.00am and 3.00pm of not less than 30 minutes. Where an Employee proposes a meal break exceeding an hour, the relevant Line Manager should be advised by the Employee and the Line Manager should ensure it does not impact negatively upon operational requirements.
- 22.5 An Employee shall not be required to work more than five (5) hours continuously without a break. However, in the event of an emergency or unforeseen circumstances, Main Roads may defer the taking of a meal break.
- 22.6 Part time Employees can be excluded from the provisions of clause 22.4 if they work no more than five (5) hours on that day.

Implementation of the 40 Hour Week

- 22.7 Main Roads may offer Employees the option to participate in a 40 hour week in accordance with the following:
- (a) the acceptance of a 40 hour week will be confirmed in writing between Main Roads and the Employee;
 - (b) Employees will be paid in accordance with the 40 hour salary scale in Attachment A;
 - (c) the additional 2.5 hours in excess of the 37.5 hours per week worked will be paid at the ordinary time rates;
 - (d) any clause in this Agreement that provides for the accruing of entitlements (for example overtime or leave) will be adjusted to reflect the working of a 37.5 or 40 hour week option (for example 7.5 hours is to be read as 8 hours) as the case may be;

- (e) the working hours arrangement (37.5 or 40 hours) shall remain in place for twelve months at which time the Employee may request to change to the other arrangement, provided that in changed circumstances an Employee may request to alter the working hours arrangement within the twelve month period;
- (f) Main Roads will consider requests in accordance with subclause 22.7(e) and will not unreasonably withhold approval.

Flexible Working Hours

- 22.8 Main Roads may limit access to and the operation of flexible working arrangements to ensure operational needs and customer service requirements of the agency are met. Main Roads shall not unreasonably limit access to flexible working arrangements.
- 22.9 When Main Roads wishes to vary the flexible working arrangement to be observed it shall be required to give one (1) months' notice in writing to the agency, branch, section or Employees to be affected by the change.
- 22.10 Flexible working arrangements are available to Part-time, full-time and Fixed Term Employees.
- 22.11 Flexible working hours can be utilised where it is not necessary for all Work Team members to commence and complete work at the same time. The working of flexible working hours is to be implemented by agreement between the Employee and Main Roads.
- 22.12 Employees will work an average of 150 hours per four (4) week period. Employees may accrue flex leave up to a maximum of 56 credit hours and a maximum of fifteen (15) debit hours. The maximum hours can be taken up to the maximum hours at any one time.
- 22.13 On termination, resignation or transfer to another agency unused credit hours will not be paid out and will be lost. However, Main Roads will provide the opportunity for credit hours to be cleared.
- 22.14 The alternative to flexible working hours is standard hours of thirty seven hours and 30 minutes (37.5) which are to be worked:

Monday - Friday	8.30am to 4.30pm
Lunch break	a minimum of 30 minutes to be taken between 12.00 noon and 2.00pm

Special Work Arrangements

- 22.15 A special work arrangement may be introduced for project or field based work, in the form of work cycles or other arrangements. The following are the requirements for a special work arrangement:
 - (a) either Main Roads or an Employee may request a special work arrangement;
 - (b) the full particulars must be explained to all Employees affected by the agreement in order to work the special work arrangement;

- (c) a copy of the special work arrangement must be provided to all Employees covered by the arrangement prior to its commencement;
- (d) a copy of the special work arrangement will also be provided to the Union for ratification before commencement unless an emergency situation arises;
- (e) ratification in accordance with subclause 22.15(d) is to occur within five business days or another timeframe as agreed between the parties;
- (f) the Union shall not unreasonably withhold agreement;
- (g) for the purposes of 22.15(c) the special work arrangement will include the roster of the arrangement or work cycle, the length of the deployment, travel arrangements and meals and accommodation arrangements;
- (h) if the special work arrangement is agreed to by the Employee, a copy is to be kept on the Employee's personnel file;
- (i) the maximum number of continuous working days, including overtime, is 12 subject to the agreement of Employees. Where Employees agree to work in excess of 12 continuous working days under a special work arrangement this will be documented as part of the agreed arrangement;
- (j) the maximum weekly hours shall be set in accordance with a risk assessment contained in Main Roads' SHW Fatigue Management Safety Practice (as amended or replaced) and the Code of Practice: Working Hours 2006 (as amended or replaced) produced by the Commission for Occupational Safety and Health;
- (k) the ordinary hours of work under a special work arrangement shall be 40 hours per week Monday to Friday. Ordinary hours of work are between the hours of 6:00 am and 6:30 pm, not exceeding 12 hours per day in accordance with the special work arrangement roster;
- (l) hours of work outside of the hours in subclause 22.15(k) will be paid as overtime or accumulated as time off in lieu (TOIL) in accordance with the overtime allowance clause of this Agreement. The roster will prescribe which periods of overtime will accumulate as TOIL;
- (m) the special work arrangement may include periods of rostered days off using accumulated TOIL. The roster for the special work arrangement will prescribe when TOIL will be taken by Employees for this purpose;
- (n) Employees may be required to work overtime other than that rostered in the special work arrangement. Overtime may be paid or accumulated as TOIL in accordance with the overtime allowance clause of this Agreement;
- (o) flex credit hours will only accrue under a special work arrangement where an Employee works additional hours not directed or rostered as overtime, subject to the provisions of subclauses 22.8 – 22.13 – Flexible Working Hours;
- (p) on request, Main Roads will provide to the JCC copies of special work arrangements including the names of Employees working under such arrangements;
- (q) the parties agree the JCC is the forum to discuss issues concerning the development and implementation of special work arrangements; and

- (r) Employees are not to be disadvantaged as a result of being placed in a Special Work Arrangements.

Other Flexibility Arrangements

- 22.16 Either the Employee or Main Roads may request to enter into a flexibility arrangement that allows the Employee to work their ordinary hours outside the span of hours as listed in subclause 22.1.
- 22.17 Such arrangements are intended to cover ad hoc situations only and do not replace the Flexible Working Hours provisions.
- 22.18 A request to enter into a flexibility arrangement under this provision may only be initiated by an Employee or Main Roads on the following basis:
 - (a) the role, task or project requires minimal supervision;
 - (b) agreement to the flexible working arrangements by the Employee's Line Manager/ supervisor to be conditional on such arrangement meeting operational requirements; and
 - (c) the flexible working arrangement meets the genuine needs of Main Roads and the Employee.
- 22.19 The Employee can refuse to enter into a flexibility arrangement.
- 22.20 If a request to enter into a flexibility arrangement is initiated by Main Roads, an Employee will not be compelled to work ordinary hours where overtime in accordance with clause 23 – Overtime Allowance of this Agreement applies.
- 22.21 Main Roads must ensure that the flexibility arrangement:
 - (a) is in writing;
 - (b) includes details of the day/s and/or times that ordinary hours will be worked; and
 - (c) has both the names and signatures of the authorising Line Manager/supervisor and Employee.
- 22.22 The Employee or authorising Line Manager/supervisor should liaise with the Employee Relations Branch prior to considering, or entering into, a flexibility arrangement.
- 22.23 If there is disagreement in relation to the introduction of a flexible work arrangement, the parties can access clause 67 - Dispute Settlement Procedure of this Agreement.

23. OVERTIME ALLOWANCE

- 23.1 Subject to subclause 23.2, Main Roads may require an Employee to work reasonable overtime at overtime rates.
- 23.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) any risk to Employee health and safety;
- (b) the Employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by Main Roads of the overtime and by the Employee of their intention to refuse it; and
- (e) any other relevant matter.

23.3

- (a) Where Employees are directed by Main Roads to work more than 7.5 hours in any one (1) day, overtime applies for Employees working a 37.5 hour week. Where Employees work a 40 hour week it will be 8 hours. The parties acknowledge that the flexible working arrangement provides for the working of hours in excess of 7.5 or 8 hours per day, as applicable, as normal hours if Main Roads and the Employee agree.
- (b) For the purposes of this clause, Employees receiving at least one (1) day's prior notice to work overtime, the ordinary hours of duty on the day that overtime is performed shall be 7.5 hours on a 37.5 hour week and 8 hours for Employees on a 40 hour week.
- (c) Where an Employee is required to work overtime at the conclusion of a day with less than one (1) days' notice, and
 - (i) where the Employee has at the commencement of that day two (2) hours or more flex credit hours, the Employee shall be paid overtime after five (5) hours work on that day, or for time worked after 3.30 pm, whichever is the later,
 - (ii) where that Employee has commenced duty prior to 8.30 am and has, at the commencement of that day, less than two (2) hours flexi leave credits, the Employee shall be paid overtime, for time worked after the completion of 7.5 hours on that day for a 37.5 hour week and 8 hours for Employees on a 40 hour week; or
 - (iii) where that Employee has commenced work after 8.30 am and has, at the commencement of that day, less than two (2) hours flexi leave credits, the Employee shall be paid overtime for time worked after 5.30 pm or after working 7.5 hours day for a 37.5 hour week and 8 hours for Employees on a 40 hour week, on that day whichever is the earlier.
- (d) Where an Employee is required to work overtime at the beginning of a day with less than one (1) days' notice, that Employee shall be paid overtime for any time worked prior to the commencing time for ordinary hours of duty determined by Main Roads under subclause 23.1.

23.4

Any work done in excess of an Employee's ordinary working hours is overtime and will be paid as follows:

Type of day	Loading	
Monday to noon Saturday	first three hours	50%

Type of day	Loading	
	after three hours	100%
Saturday	first three hours	50%
	after first three hours	100%
	after 12.00 noon	100%
Sunday		100%
Public holiday	during prescribed hours of duty; in addition to the normal days pay	150%
	or a day in lieu plus	50%

23.5 If an Employee is required to return to the workplace other than during the prescribed hours of duty, the penalty rates in subclause 23.4 apply subject to the following conditions:

- (a) On a Saturday, Sunday or public holiday the minimum period for payment is three hours.
- (b) On a weekday either before or after the prescribed hours of duty the minimum period for payment is one and one half hours.
- (c) Where an Employee is required to return to the workplace more than once, each duty period shall stand alone in respect of the minimum period payment, except where the subsequent return to duty is within the minimum period:

Day	Minimum Period	Loading
Monday to Friday	1.5 hours	50%
Saturday	3 hours	50%
Sunday	3 hours	100%
Public holiday	3 hours	150%

23.6 Unless otherwise agreed, where the Employee does not have a ten hour break and is required to work again, the Employee will receive a loading of 100% of the ordinary rate until there is a ten hour break.

23.7 An Employee may choose, with the consent of Main Roads, to take penalty time off instead of payment for overtime at a time or times agreed with Main Roads. This agreement must be in writing.

23.8 A break of 30 minutes between 12.00 noon and 2.00 p.m., and 5.00 p.m. and 7.00 p.m., shall be made for meals. All meals purchased during overtime shall be reimbursed at the rate provided for in Attachment G – Part II – Meals.

23.9 (a) (i) Where an Employee is called on duty to meet an emergency at a time when the Employee would not ordinarily have been on duty and no notice of such

call was given prior to completion of usual duty on the last day of work prior to the day on which the Employee is called on duty, then, if called to duty

- (aa) on a Saturday, Sunday or public holiday otherwise than during the prescribed hours of duty the Employee shall be entitled to payment at the rate in accordance subclause 23.4 for a minimum period of three hours;
 - (bb) before or after the prescribed hours of duty on a weekday the Employee shall be entitled to payment at the rate in accordance with subclause 23.4 for a minimum period of two hours 30 minutes;
 - (ii) for the purpose of this subclause, where an Employee is recalled more than once, each period of emergency duty shall stand alone in respect to the application of the minimum period payment, subject to subclause 23.9(c).
- (b) Time spent in travelling to and from the place of duty where the Employee is actually recalled to perform emergency duty shall be included with actual duty performed for the purposes of overtime payment.
- (c) An Employee recalled to work to perform emergency duty shall not be obliged to work for the minimum period if the work is completed in less time, provided that an Employee called out more than once within any such minimum period shall not be entitled to any further payment for the time worked within that minimum period.

24. OUT OF HOURS CONTACT

24.1 The following terms shall have the following meanings.

"**Out of hours contact**" shall include the following:

- (a) (i) 'Standby' shall mean a written instruction or other authorised direction by Main Roads or a duly authorised officer to an Employee to remain at the Employee's place of employment during any period outside the Employee's normal hours of duty, and to perform certain designated tasks periodically or on an impromptu basis. Such an Employee shall be provided with appropriate facilities for sleeping if attendance is overnight, and other personal needs, where practicable.
- (ii) Other than in extraordinary circumstances, Employees shall not be required to perform more than two periods of standby in any rostered week.
- (iii) This provision shall not replace normal overtime or shift work requirements.
- (b) '**On call**' shall mean a written instruction or other authorised direction by Main Roads or a duly authorised officer to an Employee rostered to remain at the Employee's residence or to otherwise be immediately contactable by telephone or other means outside the Employee's normal hours of duty in case of a call out requiring an immediate return to duty. The nature of the duties to be performed requires an Employee to be in a state of readiness for immediate return to duty.
- (c) (i) '**Availability**' shall mean a written instruction or other authorised direction by Main Roads or a duly authorised officer to an Employee to remain contactable, but not necessarily immediately contactable by telephone or

other means, outside the Employee's normal hours of duty and be available and in a fit state at all such times for recall to duty.

(ii) **'Availability'** will not include situations in which Employees carry telephones or other means or make their telephone numbers or other contact details available only in the event that they may be needed for casual contact or recall to work. For the purposes of these overtime provisions, recall to work under such circumstances would constitute emergency duty in accordance with clause 22 (6) – Emergency Duty of the Government Officers Salaries, Allowances and Conditions Award 1989.

(d) **'Return to duty'** shall also include, but is not limited to, situations where an Employee, if recalled to duty, can perform such duty outside the usual headquarters where the Employee performs ordinary rostered hours.

24.2 Where out of hours contact is a usual feature of the duties for which Employees are regularly rostered, the issue of a roster is deemed to be a written instruction.

24.3 (a) Except as otherwise agreed between Main Roads and the Association, an Employee who is required by Main Roads or a duly authorised officer to be on out of hours contact during periods off duty shall be paid an allowance in accordance with the following formulae for each hour or part thereof the Employee is on out of hours contact.

Standby	Current Level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{37.5}{100}$
On Call	Current Level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{18.75}{100}$
Availability	Current Level 3.1 weekly rate	x	$\frac{1}{37.5}$	x	$\frac{18.75}{100} \times \frac{50}{100}$

Provided that:

(i) 'current level 3.1 weekly salary' refers to the weekly salary of a level 3.1 general division Employee as per Attachment A – General Division Salary Rates of this Agreement; and

(ii) payment in accordance with this clause shall not be made with respect to any period for which payment is made in accordance with the provisions of subclause 23.4 – Overtime of this Agreement when the Employee is recalled to work.

(b) When an Employee is required to be on call or available Main Roads shall provide the Employee with the means of contact free of charge for the purposes of work related activity.

(c) Where the means of contact is to be by land line or satellite telephone fixed at the Employee's residence Main Roads shall:

(i) Where the telephone is not already installed, pay the cost of such installation.

- (ii) Where an Employee pays or contributes towards the payment of the rental of such telephone, pay the Employee 1/52nd of the annual rental paid by the Employee for each seven (7) days or part thereof on which an Employee is rostered to be on call or available.
- (iii) Provided that where as a usual feature of the duties an Employee is regularly rostered to be on on-call or available, pay the full amount of the telephone rental.
- (d) An Employee shall be reimbursed the cost of all telephone calls made on behalf of Main Roads as a result of being on out of hours contact.
- (e) Where an Employee rostered for on call or availability is recalled to duty during the period for which the Employee is on out of hours contact then the Employee shall receive payment for hours worked in accordance with subclause 23.4 - Overtime Allowance of this Agreement.
- (f) Where an Employee rostered for on call or availability is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, shall be included with actual duty for the purposes of overtime payment.
- (g) Minimum payment provisions do not apply to an Employee rostered for out of hours contact duty.
- (h) An Employee in receipt of an out of hours contact allowance and who is recalled to duty shall not be regarded as having performed emergency duty in accordance with subclause 23.9 – Emergency Duty of this Agreement.
- (i) Employees subject to this clause shall, where practicable, be periodically relieved from any requirement to hold themselves on standby, on call or availability.
- (j) No Employee shall be on out of hours contact after the last working day preceding a period of annual leave or long service leave.

24.4 A standby Employee on a public holiday will also receive a day in lieu of that public holiday.

25. WORKING FROM HOME

25.1 Subject to this clause, Main Roads may consider the introduction of working from home arrangements. The introduction of working from home arrangements does not provide for the Employee's primary place of work to be moved from the Employee's headquarters/work base to the Employee's home.

25.2 Statutory requirements apply to Employees working from home as they do to Employees working at a Main Roads workplace. Main Roads must ensure understanding and compliance of all affected parties with all statutory responsibilities prior to any arrangements being sanctioned.

25.3 Main Roads is required to undertake a risk assessment of the work activities carried out by Employees to identify and manage hazards. In carrying out any assessment, Main Roads must look at who and what may be affected by, and the possible effects of the work being done from home.

25.4 The introduction of working from home arrangements is subject to:

- (a) the Employee's duties are those they would normally undertake at their headquarters/work base;
- (b) the nature of Employee's work being such that it is suited to working from home arrangements;
- (c) approval of any arrangement being at the discretion of Main Roads;
- (d) Employees agreeing to enter into the working from home arrangements;
- (e) the general obligations of both Main Roads and Employees, including such things as insurance, separation of overheads billed to the homeowner and the Employee's ordinary hours of work while working from home;
- (f) duty of care responsibilities owed by Main Roads and the Employee under the *Occupational Safety and Health Act 1984*; and
- (g) all additional statutory obligations affecting the Employer/Employee relationship.

26. WORKLOAD MANAGEMENT

- 26.1 Main Roads is committed to providing a safe and healthy work environment and will not require Employees to undertake an unreasonable workload in the ordinary discharge of their duties.
- 26.2 The objective of this clause is to ensure workload allocation is fair, manageable and without risk to health and safety.
- 26.3 Main Roads shall take reasonable steps to ensure that Employees:
- (a) do not work excessive or unreasonable hours;
 - (b) are able to clear annual leave; and
 - (c) are paid or otherwise recompensed for work as provided for under this Agreement.
- 26.4 Employees are required to perform, attain or sustain a standard of work that may be reasonably expected of them.
- 26.5 Relevant indicators of workload will be monitored and recorded by Main Roads on an ongoing basis. Indicators may include but are not limited to:
- (a) nature of work;
 - (b) work patterns;
 - (c) hours of work including level of flex credit hours and overtime;
 - (d) levels of accrued annual and long service leave;
 - (e) environment in which work is performed;
 - (f) volume of work;
 - (g) level of performance;
 - (h) turnover;

- (i) accident rate;
 - (j) workers compensation claims lodged;
 - (k) personal leave usage;
 - (l) early retirement records;
 - (m) referral rates to the Employee Assistance Program (EAP) provider and general feedback regarding workload issues, if raised, from EAP counsellors;
 - (n) exit information regarding workload, if raised; and
 - (o) summary information on the results of Employee workload surveys if conducted.
- 26.6 Where Employee performance issues are identified these will be managed in accordance with Main Roads' Performance Improvement Process Guidelines should take into account:
- (a) training and development;
 - (b) application of skill and competencies;
 - (c) capacity to perform at a required level;
 - (d) individual accountability; and
 - (e) communication and feedback.
- 26.7 With the exception of identified Employee performance issues, any workload issues, including workload indicators and the associated monitoring and recording of those indicators, shall be dealt with as a function of the JCC.
- 26.8 Any disputes in relation to this clause will be resolved in accordance with clause 67 – Dispute Settlement Procedure of this Agreement.
- 26.9 Where potential workload issues are identified by the Union or Main Roads, a review team will be convened within 21 days of a written request from either party. The review team will be made up of representatives nominated by Main Roads and the Union.
- 26.10 Once established, the review team will conduct a workload survey of affected Employees covered by this Agreement.
- 26.11 The review team will determine the content and scope of the workload survey based upon relevant criteria stated in clause 29.5.
- 26.12 A workload survey may only be conducted where a workload survey has not been completed in the previous 12 months.
- 26.13 The collated results of the survey, together with the report outlining the findings of the review team, will be provided to the parties to the Agreement within two (2) months of the commencement of the survey.
- 26.14 Broader consultation on the workload survey results, and the findings of the review team may be undertaken through the JCC.

Section 2: FLEXIBLE LEAVE PROVISIONS

27. ANNUAL LEAVE

- 27.1 (a) Except as provided in subclause 27.9, each Employee is entitled to four (4) weeks' leave on full pay for each year of service. Annual leave shall be calculated on a daily basis.
- (b) An Employee may take annual leave during the calendar year in which it accrues, but the time during which the leave may be taken is subject to the approval of Main Roads.
- (c) An Employee who is first appointed after January 1 is entitled to pro rata annual leave for that year in accordance with the formula contained in subclause 27.14.
- 27.2 Annual leave can be taken in periods of half a day or more as approved by Main Roads.
- 27.3 On written application, an Employee shall be paid salary in advance when proceeding on annual leave.
- 27.4 (a) When the convenience of Main Roads is served, Main Roads may approve the deferment of the commencing date for taking annual leave, but such approval shall only remain in force for a period of one year.
- (b) Main Roads may renew the approval referred to in subclause (a) of this clause for a further period of a year or further periods of a year but so that an Employee does not at any time accumulate more than three (3) years' entitlement.
- (c) Where the convenience of Main Roads is served, Main Roads may approve the deferment of the commencement date for taking leave so that an Employee accumulates more than three (3) years' entitlement, subject to any condition which Main Roads may determine.
- (d) When an Employee who has received approval to defer the commencement date for taking annual leave under paragraph (a), (b) or (c) of this subclause next proceeds on annual leave, the annual leave first accrued shall be the first leave taken.
- 27.5 An Employee who, during an accrual period was subject to variations in ordinary working hours or whose ordinary working hours during the accrual period are less than the Employee's ordinary working hours at the time of commencement of annual leave, may elect to take a lesser period of annual leave calculated by converting the average ordinary working hours during the accrual period to the equivalent ordinary hours at the time of commencement of annual leave.

Pro Rata Additional Annual Leave for North West Employees

- 27.6 (a) An Employee whose Base Location is located north of the 26 degrees south latitude shall be entitled to 37.5 hours (or 40 hours where working a 40 hour week arrangement) leave in addition to the Employee's normal entitlement to leave.
- (b) The intention of subclause 27.6 is to provide the additional leave for North West Employees on a pro rata basis without the requirement for an Employee to first complete twelve months' continuous service in the North West. An Employee shall therefore accrue 0.10274 hours of paid additional annual leave at the end of each

calendar day of the year, provided that the maximum accrual will not exceed 37.5 hours for each completed twelve month period of continuous service. An Employee on a 40 hour week arrangement shall accrue 0.10959 hours of paid additional leave at the end of each calendar day of the year, provided that the maximum will not exceed 40 hours for each completed twelve month period of continuous service.

- (c) An Employee may proceed on leave by accessing the pro rata entitlement provided in subclause 27.6(b).
- (d) Where an Employee is no longer located north of the 26 degrees south latitude they shall cease to accrue the additional leave provided by this subclause.
- (e) The additional leave provided by this subclause may be carried from one (1) twelve month period of continuous service to another twelve month period.
- (f) Employees shall not accrue additional leave for any period of leave without pay exceeding 14 continuous calendar days. The twelve month period of continuous service shall not include any period of leave without pay exceeding 14 calendar days.

27.7 On application to Main Roads, a lump sum payment for the money equivalent of any:

- (a) Accrued annual leave as prescribed by subclause 27.1 or subclause 27.6 shall be made to an Employee who resigns, retires, is retired or in respect of an Employee who dies. The provisions of this paragraph shall also apply to an Employee who is dismissed unless the misconduct for which the Employee has been dismissed occurred prior to the completion of the qualifying period; and
- (b) pro rata annual leave shall be made to an Employee who resigns, retires, is retired or in respect of an Employee who dies but not to an Employee who is dismissed.

27.8 An Employee who has been permitted to proceed on annual recreation leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of an Employee.

27.9 Every Employee, other than an Employee referred to in subclause 27.5 of this clause, to whom Main Roads has granted annual leave in excess of four (4) weeks because of special circumstances shall be credited with such additional leave on a pro rata basis according to the following formula:

Completed Month of Service	Pro rata Annual Leave (working days)	
	Five (5) Additional Days	Ten (10) Additional Days
1	Nil	Nil
2	Nil	1
3	1	2
4	1	3
5	2	4
6	2	5
7	2	5
8	3	6

Completed Month of Service	Pro rata Annual Leave (working days)	
9	3	7
10	4	8
11	4	9

27.10 Notwithstanding the foregoing, Main Roads may direct an Employee to take annual leave and determine the date which such leave shall commence. Should the Employee not comply with the direction, disciplinary action may be taken against the Employee.

Annual Leave Loading

- 27.11 (a) Annual leave loading for Employees other than shift workers shall be paid in accordance with subclause 27.12.
- (b) Annual leave loading for Employees engaged on shift work shall be paid in accordance with subclause 27.13.

Leave Loading for Non-shift Employees

- 27.12 (a) Leave loading payable on all annual leave accrued from 1 January 2012 onwards, shall be paid to Employees in accordance with the provisions contained in paragraphs (c) to (j).
- (b) A loading of 17.5% calculated on the Ordinary Rate of Salary for a maximum of four (4) weeks annual leave shall be paid to Employees on the first pay period in December in the calendar year in which the leave accrues.
- (c) The leave loading to be paid in accordance with subclause 27.12(b) shall be the leave loading anticipated to be due on 31 December of that year.
- (d) Employees who are engaged after 1 January each year shall receive the 17.5% loading prescribed in subclause 27.12(b) on pro-rata annual leave accrued during that calendar year.
- (e) The maximum payment for the loading provided for in subclause 27.12(b) shall not exceed a rate equivalent to 17.5% of four (4) weeks' salary of a General Division Level 8.1 Employee under the Public Sector CSA Agreement 2019 (or its replacement Agreement) as at 1 January in the calendar year in which the leave accrues, in accordance with the following:

	Maximum leave loading for annual leave:	Maximum
(i)	Maximum leave loading payment in December 2020	\$1,802.05
(ii)	Maximum leave loading payment in December 2021	\$1,815.47

(f) Part time Employees shall be paid a proportion of the annual leave loading at the salary rate applicable, provided that the maximum loading payable shall be calculated in accordance with the following:

$$\frac{\text{Average hours of work per fortnight in the calendar year in which the leave accrues}}{75} \times \frac{\text{Maximum loading in accordance with subclause 27.12(e)}}{1}$$

- (g) (i) The loading is calculated on the rate of the normal fortnightly salary,

including any allowances which are paid as a regular fortnightly or annual amount.

- (ii) Any allowance paid to an Employee for undertaking higher duties is only included if the allowance is payable during any period of leave taken during the calendar year as provided for under clause 52 - Higher Duties Allowance of this Agreement.
- (h) An Employee must refund any leave loading paid in December if the Employee resigns, or ceases employment, or where an Employee is dismissed prior to 31 December of that year. This provision does not apply in the event of death of an Employee or if the Employee retires.
- (i) Where payment in lieu of accrued or pro rata annual leave is made on the death or retirement of an Employee, a loading calculated in accordance with the terms of this clause is to be paid on accrued and pro rata annual leave.
- (j) The loading does not apply to Cadets on full time study.

Leave Loading for Shift Work Employees

- 27.13 (a) This subclause applies to shift work Employees.
- (b) Leave loading paid on all annual leave accrued from 1 January 2018, shall be paid to Employees in accordance with the provisions contained in paragraphs (c) to (i).
- (c) Subject to subclauses 27.13(e) and 27.13(h) a loading equivalent 17.5% of the normal salary for a maximum of four (4) weeks' annual leave shall be paid to Employees on the first pay period in December in the calendar year in which the leave accrues.
- (d) Subject to subclauses 27.13(e)(i) and 27.13(e)(iii) a loading equivalent of 20% of normal salary for up to five (5) weeks' leave shall be paid to shift workers who are granted an additional week's penalty leave.
- (e) (i) The loading is paid on a maximum of four (4) weeks' annual leave, or five weeks' in the case of shift workers who are granted an additional week's penalty leave. Payment of the loading is not made on additional leave granted for any other purpose (e.g. to Employees whose headquarters are located north of the 26 degrees south latitude).
- (ii) The maximum payment for the loading provided for in 27.13(c) shall not exceed a rate equivalent to 17.5% of four (4) weeks' salary of a General Division Level 8.1 Employee under the Public Sector CSA General 2019 (or its replacement Agreement) as at 1 January in the calendar year in which the leave accrues, in accordance with the following:

	Maximum leave loading for annual leave:	Maximum
(aa)	Maximum leave loading payment in December 2020	\$1,802.05
(bb)	Maximum leave loading payment in December 2021	\$1,815.47

- (iii) The maximum payment to shift workers who are granted an additional week's penalty leave shall not exceed 5/4th of the rates prescribed in subclause 27.13(e)(ii), in accordance with the following:

	Maximum leave loading for annual leave:	Maximum
(aa)	Maximum leave loading payment in December 2020	\$2,252.56
(bb)	Maximum leave loading payment in December 2021	\$2,269.34

- (f) (i) The loading is calculated on the rate of the normal fortnightly salary, including any allowances which are paid as a regular fortnightly or annual amount.
- (ii) Any allowance paid to an Employee for undertaking higher duties is only included if the allowance is payable during any period of leave taken during the calendar year as provided for under clause 52 - Higher Duties Allowance of this Agreement.
- (g) Where payment in lieu of accrued or pro rata annual leave is made on the death or retirement of an Employee, a loading calculated in accordance with the terms of this clause is to be paid on accrued and pro rata annual leave.
- (h) Part-time Employees shall be paid a pro rata loading at the applicable salary rate.
- (i) An Employee who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue the leave must refund the value of the unearned pro rata portion. Provided that no refund shall be necessary in the event of the death of an Employee.

Annual Leave Accrual

- 27.14 (a) An Employee employed after the first day of January in any year is entitled to pro rata annual leave for that year calculated on a daily basis. At the end of each calendar day of the year the Employee will accrue 0.411 hours of paid annual leave provided the maximum accrual will not exceed 150 hours for each completed calendar year of service. An Employee working on a 40 hour a week arrangement will accrue leave at 0.438 hours of paid annual leave per calendar day provided the maximum accrual will not exceed 160 hours for each completed year of service.
 - (b) An Employee may take annual leave during the calendar year in which it accrues or anytime thereafter, but the time during which the leave may be taken is subject to the approval of Main Roads.
 - (c) An Employee who has been permitted to proceed on annual leave and who ceases duty before completing the required continuous service to accrue the leave, must refund the value of the unearned pro rata portion, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of an officer.
- 27.15 An Employee engaged on shift work who is rostered to work on at least 11 Sundays and/or public holidays in a calendar year shall be entitled to one (1) week's leave in addition to the Employee's normal entitlement to annual leave.
- 27.16 When computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period an Employee is on any form of paid leave.
- 27.17 An Employee may elect, with the consent of Main Roads, to accrue and carry forward a maximum of three (3) years' annual leave from the date of the entitlement.

- 27.18 An Employee does not accrue annual leave for:
- (i) that portion of an absence on personal leave through illness or injury that exceeds three (3) months' without pay;
 - (ii) that portion of an absence on workers' compensation that exceeds six (6) months; or
 - (iii) the whole of any period of leave without pay under clause 19 that exceeds 14 calendar days in a calendar year.

For Annual Leave Travel Concession provisions, refer to subclause 60.6.

Annual Stand Down

- 27.19 Main Roads may require an Employee to take accrued leave during stand down periods.
- 27.20 An Employee who is required to take leave during a stand down period will be allowed to access the next annual leave credit in advance if they do not have sufficient accrued leave. An Employee who ceases employment with Main Roads before accruing the leave taken in advance will be required to repay the value of the leave.

Portability

- 27.21 Main Roads will credit an Employee additional annual leave credits up to those held at the date that Employee ceased previous employment provided:
- (a) immediately prior to commencing employment with Main Roads, the Employee was employed in the service of the public service of Western Australia or any other state body of Western Australia;
 - (b) the period of employment between the date when the Employee ceased previous employment and the date of commencing employment with Main Roads does not exceed one (1) week or any other period approved by Main Roads; and
 - (c) leave credited will reflect the daily hours of work or roster arrangement of the Employee at their date of commencement with Main Roads.

28. EMPLOYEE INITIATED CASH OUT OF ACCRUED ANNUAL LEAVE

- 28.1 The parties agree on the importance of Employees taking annual leave for the purposes of rest and recreation.
- 28.2 This clause however, recognises that notwithstanding the importance of leave referred to in subclause 28.1, some Employees may have excess and overdue annual leave. This clause at the initiative of the Employee provides for Employees to receive payment in lieu of some of their unutilised accrued annual leave.
- 28.3 Subject to subclause 28.4, Main Roads and the Employee may agree that the Employee forego part of the Employee's entitlement to accrued annual leave in exchange for equivalent payment at the rate which would have applied had the leave been taken at the time the agreement is made.
- 28.4 The following criteria shall apply to the cashing out of accrued annual leave:

- (a) the Employee initiates a written request to Main Roads to cash out accrued annual leave;
- (b) Main Roads agrees in writing to the request by the Employee;
- (c) there is an annual leave entitlement that has accrued in previous years;
- (d) no more than 50% of the Employee's total accrued annual leave entitlement can be cashed out;
- (e) the remaining entitlements are not less than two (2) weeks' accrued annual leave;
- (f) each instance of cashing out of annual leave must be a separate written agreement between the Employee and Main Roads; and
- (g) annual leave accruing in the year the request for cashing out is made cannot be cashed out in that year.

28.5 It is the Employee's responsibility to seek information on any taxation implications arising from the payout of annual leave.

29. CHRISTMAS / NEW YEAR CLOSEDOWN

Observation of a closedown

- 29.1 Main Roads may observe a closedown over the Christmas /New Year period for whole or part of the agency.
- 29.2 The dates/duration of the closedown will be at the discretion of Main Roads, but will not exceed five (5) working days.

Notification of a closedown

- 29.3 Main Roads, will as soon as possible in each calendar year, but not later than 30 June, advise affected Employees of the dates of the closedown and the number of working days involved.

Leave arrangements during the closedown

- 29.4 Employees may access the following forms of paid leave to cover the closedown period:
 - (a) flex credit hours;
 - (b) rostered days/hours off; or
 - (c) time in lieu of overtime.
- 29.5 In the absence of sufficient flex credit hours the following types of paid leave will be used to cover the Christmas closedown:
 - (a) annual leave;
 - (b) accrued long service leave.
 - (c) pro rata long service leave as provided for at subclause 30.14 of this Agreement;
 - (d) purchased leave; or
 - (e) day(s) in lieu of repealed public service holidays.

- 29.6 Employees who do not currently participate in existing flexible working arrangements may alternatively accrue flex credit hours throughout the calendar year, for the purpose of the closedown period, pursuant to clause 22 – Hours of Work of this Agreement.
- 29.7 The days/hours may only be accrued up to the maximum of the number of hours necessary to cover the period of the closedown.
- 29.8 At the discretion of Main Roads the following Employees may be granted either leave without pay or annual leave in advance to cover the amount of leave required for the closedown:
 - (a) Employees engaged during the calendar year immediately preceding the closedown who have not accrued sufficient flex credit hours to cover the period of the above closedown; or
 - (b) Employees who have not accrued sufficient flex credit hours to cover the period of the closedown and have exhausted their paid leave credits.

Managing debit hours/days

- 29.9 Employees who have gone into debit to cover the period of the closedown and whose employment is terminated prior to accrual of sufficient hours to cover the debit, will be required to refund the balance of hours outstanding on termination.
- 29.10 Notwithstanding the provisions contained in subclause 22.13 of this Agreement, an Employee who has accrued hours for the purposes of a closedown and subsequently resigns, transfers to another agency or has their employment terminated without being afforded the opportunity to clear their flex credit hours, will be paid for those unused hours that relate only to the closedown.

30. LONG SERVICE LEAVE

- 30.1 Subject to subclause 30.4 of this clause an Employee who has completed seven (7) years' continuous service with Main Roads shall be entitled to 65 days' long service leave on full pay.
- 30.2 For each subsequent period of seven (7) years' service an Employee shall be entitled to an additional 65 days' long service leave on full pay.
- 30.3 A long service leave entitlement which fell due prior to March 16, 1988 amounted to three (3) months. A long service leave entitlement which falls due on or after that date shall amount to 65 days.
- 30.4 For the purposes of determining an Employee's long service leave entitlement under the provisions of subclauses 30.1, 30.2 and 30.3 of this clause the expression "continuous service" includes any period during which the Employee is absent on full pay or part pay from the Employee duties, but does not include:
 - (a) any period exceeding 14 calendar days during which the Employee is absent on leave without pay or parental leave without pay, unless Main Roads determines otherwise;
 - (b) any service by an Employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or

termination when that prior service had actually entitled the Employee to the long service leave provided under this clause;

(c) any service of a Cadet whilst undertaking full-time studies.

30.5 (a) Long service leave shall be taken within three (3) years of it becoming due, at the convenience of Main Roads. Provided that Main Roads may approve the deferment of long service leave in exceptional circumstances. Provided further that such exceptional circumstances shall include retirement within five (5) years of the date of entitlement.

(b) Approval to defer the taking of long service leave may be withdrawn or varied at any time by Main Roads giving the Employee notice in writing of the withdrawal or variation.

30.6 On application to Main Roads a lump sum payment for the money equivalent of any:

(a) long service leave entitlement for continuous service as provided in subclause 30.1 and subclause 30.2 of this clause shall be made to an Employee who resigns, retires, is retired or is dismissed or in respect of an Employee who dies;

(b) pro rata long service leave based on continuous service of a lesser period than that provided in subclause 30.1 and subclause 30.2 of this clause for a long service leave entitlement shall be made –

(i) to an Employee who retires at or over the age of 55 years or who is retired on the grounds of ill health, if the Employee has completed not less than 12 months' continuous service before the date of retirement;

(ii) to an Employee who, not having resigned, is retired by Main Roads for any other cause, if the Employee has completed not less than three (3) years' continuous service before the date of retirement; or

(iii) in respect of an Employee who dies, if the Employee has completed not less than 12 months' continuous service before the date of death.

(c) in the case of a deceased Employee, payment shall be made to the estate of the Employee unless the Employee is survived by a legal Dependant approved by Main Roads, in which case payment shall be made to the legal Dependant.

30.7 The calculation of the amount due for long service leave accrued and for pro rata long service leave shall be made at the rate of salary of an Employee at the date of retirement or resignation or death, whichever applies.

30.8 An Employee prior to commencing long service leave may request approval for the substitution of another date for commencement of long service leave and Main Roads may approve such substitution.

30.9 On written application, an Employee shall be paid salary in advance when proceeding on long service leave.

- 30.10 (a) Notwithstanding the provisions contained in this subclause where an Employee was, immediately prior to being employed in Main Roads, employed in the service of the public service in Western Australia or any other state body in Western Australia that Employee shall be entitled to long service leave determined in the manner contained in this subclause. Provided that the period between being employed in Main Roads and ceasing the previous employment described in this subclause does not exceed one (1) week or a further period as determined by Main Roads.
- (b) (i) The pro rata portion of long service leave to which the Employee would have been entitled up to the date of appointment shall be calculated in accordance with the provisions that applied to the previous employment referred to. However in calculating that period of pro rata long service leave, any long service leave taken or any benefit granted in lieu of any such long service leave during that employment shall be deducted from any long service leave to which the Employee may become entitled to under this clause;
- (ii) The balance of long service leave entitlement of the Employee shall be calculated in accordance with the provisions contained in this clause.
- (c) Nothing in this clause confers on any Employee previously employed by those bodies specified in subclause 30.10(a) of this clause any entitlement to a complete period of long service leave that accrued in the Employee's favour prior to the date on which the Employee commenced employment in Main Roads.
- 30.11 (a) A full-time Employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full and part-time basis may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full-time service.
- (b) A full-time Employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on a part-time basis may elect to take a lesser period of long service leave calculated by converting the part-time service to equivalent full-time service.

Additional Leave Flexibilities

30.12 Access to Accrued Long Service Leave Entitlement

An Employee may, by agreement with Main Roads, clear any accrued entitlement to long service leave in minimum periods of one (1) day.

30.13 Cash Out of Accrued Long Service Leave Entitlement

An Employee may, by agreement with Main Roads, cash out any portion of an accrued entitlement to long service leave, provided the Employee proceeds on a minimum of ten (10) days' annual leave in that calendar year.

30.14 Early Access to Pro Rata Long Service Leave

- (a) Subject to clause 30.14(c), Employees within seven (7) years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with Main Roads, choose early access to their long service leave at the

rate of 9.28 days per completed 12 month period of continuous service for full time Employees.

- (b) Part time and Casual Employees have the same entitlement as full time Employees.
 - (i) For part time Employees their entitlement is calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.
 - (ii) For Casual Employees their entitlement is calculated on a pro rata basis according to the average hours worked during the accrual period.
- (c) Early access to pro rata long service leave does not include access to long service leave which the Employee has accumulated or become entitled to, prior to being within seven (7) years of their preservation age.
- (d) Under this clause, long service leave can only be taken as paid leave and there is no capacity for payment in lieu of leave.
- (e) Employees may, by agreement with Main Roads:
 - (i) clear pro rata long service leave in minimum periods of one (1) day; and/or
 - (ii) access pro rata long service leave at half, full or double pay.

30.15 Access to Half Pay or Double Pay

Main Roads may approve an Employee's request for long service leave for:

- (a) half the normal rate of pay and double the period of long service leave; or
- (b) double the normal rate of pay and half the period of long service leave, provided that there is a maximum of two (2) hours' leave for each hour accrued.

30.16 Main Roads will credit an Employee additional long service leave credits up to those held at the date that Employee ceased previous employment provided:

- (a) immediately prior to commencing employment with Main Roads, the Employee was employed in the service of the public service of Western Australia or any other state body of Western Australia;
- (b) the period of employment between the date when the Employee ceased previous employment and the date of commencing employment with Main Roads does not exceed one week or any other period approved by Main Roads; and
- (c) leave credited will reflect the daily hours of work or roster arrangement of the Employee at their date of commencement with Main Roads.

31. PUBLIC HOLIDAYS

31.1 The following days shall be allowed as holidays with pay:

New Year's Day, Australia Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Sovereign's Birthday, Western Australia Day, Labour Day, provided that Main Roads may approve another day to be taken as a holiday in lieu of any of the above-mentioned days.

- 31.2 When any of the days mentioned in subclause 31.1 of this clause falls on a Saturday or on a Sunday, the holiday shall be observed on the next succeeding Monday. When Boxing Day falls on a Sunday or Monday, the holiday shall be observed on the next succeeding Tuesday. In each case, the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- 31.3 Public holidays which fall during paid leave are paid and are not included as part of the leave period. Public holidays which fall during unpaid leave:
- (a) are unpaid if they fall during the leave period;
 - (b) are paid if they fall at the beginning or end of the leave period.

Days In Lieu Of the Repealed Public Service Holidays

- 31.4 The two (2) days in lieu of the repealed public service holidays as provided for in the Public Sector Commissioner's Circular 2009-32 apply to Employees covered by this Agreement where they would normally be expected to work these days.
- 31.5 Subject to the provisions of the Public Sector Commissioner's Circular 2009-32, days in lieu of the repealed public service holidays:
- (a) are made available on the date of the relevant repealed public service holiday;
 - (b) are not available to an Employee who is on any period of leave without pay;
 - (c) are paid at the rate of ordinary time;
 - (d) can be added to annual leave or taken individually;
 - (e) must be taken in the calendar year in which they occur;
 - (f) will be forfeited if not taken in the year in which they occur; and
 - (g) are not to be paid out on termination of employment.
- 31.6 By prior agreement with Main Roads the day may be taken on the date of the relevant repealed public service holiday.

Easter Sunday

- 31.7 Permanent and fixed term contract Employees will be provided an additional day of paid leave for Easter Sunday.
- 31.8 The day of paid leave will be made available to the Employee regardless of whether the Employee would normally be expected to work on that date.
- 31.9 The day of paid leave accrues on the date that Easter Sunday falls each calendar year.
- 31.10 Employee access to the day of leave is subject to the conditions set out in clause 31.5(b)-(g).

32. PERSONAL LEAVE

- 32.1 The intention of personal leave is to give Employees and Main Roads greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave replaces sick and paid carer's leave. Personal leave is not to be used for circumstances normally met by other forms of leave.
- 32.2 This clause does not apply to Casuals with the exception of subclause 32.37 personal leave without pay for the purposes of carer's leave of this clause.

Entitlement

- 32.3 Main Roads shall credit each full time Employee engaged on an ongoing basis with the following personal leave credits:

	Personal Leave Cumulative		Personal Leave Non-cumulative	
	37.5 hour week	40 hour week	37.5 hour week	40 hour week
On the day of initial appointment	48.75 hours	52 hours	15 hours	16 hours
On completion of 6 months' continuous service	48.75 hours	52 hours	0 hours	0 hours
On the completion of 12 months' continuous service	97.5 hours	104 hours	15 hours	16 hours
On the completion of each further period of 12 months' continuous service	97.5 hours	104 hours	15 hours	16 hours

- 32.4 A Part-time Employee shall be entitled to the same personal leave credits as a full time Employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the Employee not been on personal leave.
- 32.5 An Employee employed for a period less than twelve months shall be credited personal leave on a pro rata basis for the period of the contract.
- 32.6 Where Employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- 32.7 In the year of accrual the 114 hours personal leave entitlement may be accessed for illness or injury, carer's leave, unanticipated matters or planned matters in accordance with the provisions of this clause. On completion of each year unused personal leave up to a maximum of 98.8 hours will be cumulative and added to personal leave accumulated from previous years. Unused non-cumulative leave will be lost on completion of each anniversary year.
- 32.8 Whilst Employees are able to access personal leave in accordance with subclause 32.14, to ensure compliance with the *Minimum Conditions of Employment Act 1993* a minimum of 76 hours of personal leave per year must be available or accessed by the Employee for the purposes of:

- (a) an Employee's entitlement to paid leave for illness or injury; or
- (b) carer's leave.

The provisions of this subclause shall apply to Part-time Employees on a pro rata basis.

- 32.9 An Employee is unable to access personal leave while on any period of parental leave or leave without pay. An Employee is unable to access personal leave while on any period of annual or long service leave, except as provided for in subclauses 32.24 and 32.25 (re-crediting leave).
- 32.10 Personal leave will not be debited for public holidays, which the Employee would have observed.
- 32.11 If an Employee who is working a 37.5 hour week has exhausted all accrued personal leave Main Roads may allow the Employee who has at least twelve months' service to anticipate up to 38 hours personal leave from next year's credit. The amount of personal leave that can be anticipated by an Employee working other than a 37.5 hour week will be proportionate to the ordinary hours worked. If the Employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to Main Roads, calculated at the wage rate as at the date the leave was taken, but no refund is required in the event of the death of the Employee.
- 32.12 In exceptional circumstances Main Roads may approve the conversion of an Employee's personal leave credits to half pay to cover an absence on personal leave due to illness.
- 32.13 Personal leave may be taken on an hourly basis.

Application for Personal Leave

- 32.14 Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 32.3 and 32.8 Main Roads may grant personal leave in the following circumstances:
 - (a) where the Employee is ill or injured;
 - (b) to provide care or support to a member of the Employee's family or household who requires care or support because of an illness or injury to the member; or an unexpected emergency affecting the member;
 - (c) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention;
 - (d) by prior approval of Main Roads having regard for agency requirements and the needs of the Employee, planned matters where arrangements cannot be organised outside of normal working hours or be accommodated by the utilisation of flexi time credits by Employees working according to approved flexible working hours arrangements or other leave. Planned personal leave will not be approved for regular ongoing situations.

- 32.15 Main Roads may grant two (2) days' unpaid personal leave per occasion to an Employee to provide care and support to a member of the Employee's family or household due to a birth of a Child to the member. This entitlement does not of itself limit an Employee's access to paid personal leave as provided for in 32.14 or partner leave as provided for by clause 39 – Partner Leave of this Agreement. This leave may also be substituted with accrued annual leave, long service leave, time off in lieu of overtime, flex credit hours to which the Employee is entitled.
- 32.16 Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.
- 32.17 The definition of family shall be the definition contained in the *Equal Opportunity Act 1984* for "relative". That is, a person who is related to the Employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of, the Employee.
- 32.18 Where practicable, the Employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

Evidence

- 32.19 An application for personal leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.
- 32.20 In general, supporting evidence is not required for single or two consecutive day absences. Where Main Roads has good reason to believe that the absence may not be reasonable or legitimate, Main Roads may request evidence be provided. Main Roads must provide the Employee with reasons for requesting the evidence. The leave shall not be granted where the absence is not reasonable or legitimate.
- 32.21 Personal leave will not be granted where an Employee is absent from duty because of personal illness directly caused by the misconduct of the Employee.
- 32.22 Where there is doubt about the cause of an Employee's illness, Main Roads may require the Employee to submit to a medical examination by a medical practitioner of Main Roads' choice, which the Employee must attend. Where it is reported that the absence is because of illness caused by the misconduct of the Employee, or the Employee fails without reasonable cause to attend the medical examination, the fee for the examination must be deducted from the Employee's salary and personal leave will not be granted.
- 32.23 If Main Roads has reason to believe that an Employee is in such a state of health as to render a danger to themselves, fellow Employees or the public, the Employee may be required to obtain and furnish a report as to the Employee's condition from a registered medical practitioner nominated by Main Roads. The fee for any such examination shall be paid by Main Roads.

Re-crediting Annual Leave

- 32.24 Where an Employee is ill or injured during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of Main Roads that as a result of the illness or injury the Employee was confined to their place of residence or a hospital for a period of at least seven (7) consecutive calendar days, Main Roads may grant personal leave for the period during which the Employee was so confined and reinstate annual leave equivalent to the period of confinement.

Re-crediting Long Service Leave

- 32.25 Where an Employee is ill or injured during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of Main Roads that as a result of illness or injury the Employee was confined to their place of residence or a hospital for a period of at least 14 consecutive calendar days, Main Roads may grant personal leave for the period during which the Employee was so confined and reinstate long service leave equivalent to the period of confinement.

Worker's Compensation

- 32.26 Where an Employee suffers a disability within the meaning of section 5 of the *Worker's Compensation and Injury Management Act 1981* which necessitates that Employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80(2) of the *Worker's Compensation and Injury Management Act 1981* where the claim for worker's compensation is decided in favour of the Employee, personal leave credit is to be reinstated and the period of absence shall be granted as leave without pay.

Personal Leave without Pay Whilst Ill or Injured

- 32.27 Employees who have exhausted all of their personal leave entitlements and are ill or injured may apply for personal leave without pay. Employees are required to complete the necessary application and provide evidence to satisfy a reasonable person. Main Roads shall not unreasonably withhold this leave.
- 32.28 Personal leave without pay not exceeding a period of three (3) months in a continuous absence does not affect wages increment dates, anniversary date of sick leave credits, long service leave entitlements or annual leave entitlements. Where a period of personal leave without pay exceeds three (3) months in a continuous absence, the period in excess of three (3) months is excised from qualifying service.
- 32.29 Personal leave without pay is not available to Employees who have exhausted all of their personal leave entitlements and are seeking leave for circumstances outlined in paragraphs (b), (c) or (d) of subclause 32.14. However, other forms of leave including unpaid carer's leave and leave without pay may be available.

Other Conditions

- 32.30 Where an Employee who has been retired from the public service on medical grounds resumes duty therein, personal leave credits at the date of retirement shall be reinstated.

This provision does not apply to an Employee who has resigned from the public service and is subsequently reappointed.

- 32.31 Unused personal leave will not be cashed out or paid out when an Employee ceases their employment.

Portability

- 32.32 Main Roads will credit an Employee additional personal leave credits up to those held at the date that Employee ceased previous employment provided:
- (a) immediately prior to commencing employment with Main Roads, the Employee was employed in the service of the public service of Western Australia or any other state body of Western Australia;
 - (b) the period of employment between the date when the Employee ceased previous employment and the date of commencing employment with Main Roads does not exceed one (1) week or any other period approved by Main Roads; and
 - (c) leave credited will reflect the daily hours of work or roster arrangement of the Employee at their date of commencement with Main Roads.

Travelling time for Regional Employees

- 32.33 Subject to the evidentiary requirements set out in subclauses 32.19 to 32.23 of this clause, a regional Employee who requires medical attention at a medical facility in Western Australia located 240 km or more from their workplace will be granted paid travel time undertaken during the Employee's ordinary working hours up to a maximum of 37.5 hours per annum.
- 32.34 Main Roads may approve additional paid travel time to a medical facility in Western Australia where the Employee can demonstrate to the satisfaction of Main Roads that more travel time is warranted.
- 32.35 The provisions of subclauses 32.33 and 32.34 Travelling Time for Regional Employees are not available to Employees whilst on leave without pay or personal leave without pay for illness or injury.
- 32.36 The provisions of subclauses 32.33 and 32.34 Travelling Time for Regional Employees apply as follows.
- (a) An Employee employed on a fixed term contract for a period greater than 12 months, shall be credited with the same entitlement as a Permanent Employee for each full year of service and pro rata for any residual portion of employment.
 - (b) An Employee employed on a fixed term contract for a period less than 12 months shall be credited with the same entitlement on a pro rata basis for the period of employment.
 - (c) A Part-time Employee shall be entitled to the same entitlement as a full time Employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.

- (d) The provisions do not apply to Casual Employees.

Personal Leave Without Pay for the Purposes of Carer's Leave

- 32.37 Subject to subclause 32.38 an Employee, including a Casual Employee, is entitled to unpaid carer's leave of up to two (2) days for each occasion (a "permissible occasion") on which a member of the Employee's family or household requires care or support because of:
 - (a) an illness or injury of the member; or
 - (b) an unexpected emergency affecting the member; or
 - (c) the birth of a Child of the member.
- 32.38 An Employee is entitled to personal leave without pay for the purposes of carer's leave for a particular permissible occasion only if the Employee cannot take paid carer's leave during this period.
- 32.39 The definition of family is the same as provided in subclause 32.17.
- 32.40 Main Roads may grant an Employee personal leave without pay for the purposes of carer's leave in excess of two (2) days. Where a period of personal leave without pay for the purposes of carer's leave exceeds fourteen days in a continuous absence, the period in excess of fourteen days is excised from qualifying service for all purposes.
- 32.41 Personal leave without pay for the purposes of carer's leave may be taken on an hourly basis.

Sick leave for War-Caused Illness

- 32.42 An Employee who produces evidence from the Department of Veterans' Affairs stating that the Employee has a war-caused illness will be credited special paid leave of 15 working days per annum.
- 32.43 Paid leave under this clause:
 - (a) may accumulate up to a maximum of 45 working days;
 - (b) is to be recorded separately to the Employee's normal sick leave entitlement;
 - (c) is only to be accessed for sickness related to the war-caused illness; and
 - (d) may be accessed despite normal sick leave credits being available.
- 32.44 An application for paid leave under this clause is to be supported by evidence that would satisfy a reasonable person of the entitlement.

33. FAMILY AND DOMESTIC VIOLENCE

- 33.1 In recognition that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work Main Roads has agreed to the leave which is the subject of this clause. Main Roads is committed to providing support to Employees that experience family and domestic violence.

- 33.2 An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- 33.3 Main Roads does not tolerate Employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct is a breach of employment obligations and any Employees who do so will face disciplinary action.

Definition of Family and Domestic Violence

- 33.4 (a) The meaning of family and domestic violence is in accordance with the definition of 'family violence' in the *Restraining Orders Act 1997* (Section 5A).
- (b) To avoid doubt, this definition includes behaviour that:
- (i) is physically or sexually abusive;
 - (ii) is emotionally or psychologically abusive;
 - (iii) is economically abusive;
 - (iv) is threatening;
 - (v) is coercive;
 - (vi) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
 - (vii) causes a Child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

Access to Family and Domestic Violence Leave

- 33.5 In accordance with the following subclauses, an Employee, including a Casual Employee, may make application for leave to deal with activities related to family and domestic violence. Main Roads will assess each application and give consideration to the personal circumstances of the Employee seeking the leave.
- 33.6 Such activities related to family and domestic violence may include attendance at medical appointments, legal proceedings; counselling, appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of a compassionate or pressing nature related to the family and domestic violence which arise without notice and require immediate attention.
- 33.7 Subject to subclauses 33.5 and 33.6, an Employee experiencing family and domestic violence will have access to ten (10) non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements.
- 33.8 Upon exhaustion of the leave entitlement in subclause 33.7, Employees will be entitled to up to two (2) days' unpaid family and domestic violence leave on each occasion.
- 33.9 Family and domestic violence leave does not affect salary increment dates, long service leave entitlements or annual leave entitlements.

- 33.10 Subject to Main Roads' approval of the application, family and domestic violence leave may be taken as whole or part days off.
- 33.11 Application of the leave entitlement for Casual Employees will apply to the extent of their agreed working arrangements.

Notice and Evidentiary Requirements

- 33.12 The Employee shall give Main Roads notice as soon as reasonably practicable of their request to take leave under this clause.
- 33.13 Supporting evidence of family and domestic violence may be required to access paid leave entitlements however this should not be onerous on the Employee. Leave can be granted without supporting documentation when the Line Manager is satisfied that it is not required.
- 33.14 Evidence may include a document issued by the police, a court, a legal service, a health professional, or a counsellor, a financial institution, a family and domestic violence support service or a refuge service. A statutory declaration may also be provided.
- 33.15 Such evidence will be dealt with in accordance with the confidentiality provisions in this clause. Only the Employee will retain a copy of the evidence and information will not be kept on an Employee's personnel file, unless otherwise agreed.

Access to Other Forms of Leave

- 33.16 Subject to the leave provisions of this Agreement, an Employee experiencing family and domestic violence may use other leave entitlements.
- 33.17 Subject to Main Roads' approval of the application, and sufficient leave credits being available, leave may be taken as whole or part days off.
- 33.18 Forms of other paid leave include:
 - (a) personal leave entitlements;
 - (b) annual leave;
 - (c) accrued long service leave;
 - (d) purchased leave; and/or
 - (e) accrued time off in lieu of overtime or flex credit hours.
- 33.19 Approval of leave without pay is subject to the provisions of this Agreement.

Confidentiality

- 33.20 Main Roads will take all reasonable steps to ensure any information disclosed by Employees regarding family and domestic violence is kept strictly confidential. Disclosure will be on a need-to-know basis only and only to maintain safety. Where possible, disclosure will only occur with the express consent of the Employee.
- 33.21 Main Roads will take reasonable steps to ensure any information or documentation provided by an Employee regarding family and domestic violence is kept confidential. Generally speaking, only the Employee will retain a copy of evidence for accessing family

and domestic violence leave and information will not be kept on an Employee's personnel file.

33.22 Subsequent disclosure within an organisation should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the Employee.

33.23 This clause does not override any legal obligations to disclose information.

Contact Person

33.24 Main Roads will identify contact/s within the workplace who will be trained in family and domestic violence and associated privacy issues. Main Roads will advertise the name of any family and domestic violence contacts within the workplace.

Individual Support

33.25 Where there is a risk to the personal health or safety of an Employee who is experiencing or has experienced family and domestic violence, Main Roads, where appropriate, may:

- (a) facilitate flexible working arrangements, such as changes to hours/ days worked, working different days or length of days, changed shift/rostering arrangements, in accordance with the provisions of this Agreement; and/or
- (b) make workplace modifications including changes to the Employee's telephone number and email address and, where appropriate/practicable, the Employee's work location.

33.26 An Employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via Main Roads' Employee Assistance Program (EAP).

Workplace Safety

33.27 Where an Employee raises issues of family and domestic violence Main Roads should establish with the Employee the level of risk and seek advice from the Human Resources directorate to review and implement specific safety and emergency management systems and plans.

33.28 With the exception of access to Main Roads' Employee Assistance Program (EAP) which is available to all Employees, the provisions of this clause are only applicable to Employees who are victims of family and domestic violence.

34. ABSENTEEISM MANAGEMENT – EVIDENCE REQUIREMENTS

34.1 (a) In addition to the provisions of subclauses 32.20, 32.22 and 32.23 of this Agreement, where Main Roads has raised and documented concerns with an Employee about the number and/or timing of their personal leave absences without clear explanation in the previous three (3) months, Main Roads:

- (i) may require, for the next three (3) months, medical practitioner certificates, dental practitioner certificates, statutory declarations, or certificates from a Health Professional or Allied Health Professional when personal leave is taken;

- (ii) may extend the period referred to in subclause 34.1(a)(i) for a further three month period should personal leave absences without clear explanation or evidentiary support continue during this period; and
 - (iii) may cancel or reduce the period referred to in subclause 34.1(a)(i) and (ii) where the matter is considered to have been resolved.
- (b) Any notification to an Employee under subclause 34.1(a) shall be provided in writing by Main Roads.
 - (c) Employees will be provided with an opportunity to explain the number and/or timing of personal leave absences over the three month period prior to implementation of the process contained in subclause 34.1 (a).
 - (d) The evidence required in 34.1(a)(i) – (iii) will replace the provisions of subclause 32.20 of this Agreement.
 - (e) Main Roads will not use the process contained in 34.1(a):
 - (i) for Employees who have produced evidence of an ongoing health problem and are taking personal leave due to that health problem; or
 - (ii) for Employees who have produced evidence that a person in their care has an ongoing health problem and are taking carers leave due to the health problem.

35. MATERNITY LEAVE

35.1 Eligibility

- (a) (i) A pregnant Permanent, Fixed Term or eligible Casual Employee is entitled to unpaid maternity leave on the birth of a Child.
 - (ii) The period of leave for a Fixed Term Employee shall not extend beyond the term of that contract.
 - (iii) An Employee is eligible, without concluding their maternity leave and resuming duty, for subsequent periods of maternity leave, including paid maternity leave, in accordance with the provisions of this clause.
- (b) A pregnant Permanent or Fixed Term Employee must have completed twelve months' continuous service in the Public Sector immediately preceding the maternity leave in order to receive the forms of paid leave as provided for by this clause.
 - (c) An Employee on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid maternity leave in accordance with the eligibility requirements.

- 35.2 (a) A pregnant eligible Casual Employee is entitled to unpaid maternity leave only.
- (b) For the purposes of this clause an "eligible Casual Employee" means a Casual Employee employed by Main Roads:
 - (i) on a regular and systematic basis for several periods of employment with a break of no more than three (3) months between each period of employment

and where the combined length of the periods of employment are at least twelve months and the breaks of employment were the result of Main Roads' initiative; or

- (ii) on a regular and systematic basis for a sequence of periods of employment during a period of at least twelve months; and, but for the birth or adoption of a Child, the Employee has a reasonable expectation of continuing engagement on a regular and systematic basis.
- (c) Service performed by an eligible Casual Employee for a Public Sector Employer shall count as service for the purposes of determining twelve months' continuous service as per subclauses 35.1 and 35.2 where:
- (i) the eligible Casual Employee has become a Permanent or Fixed Term Employee with the same Employer; and
 - (ii) the break between the period of eligible casual employment and permanent or fixed term contract employment is no more than three months.

35.3 Notice Requirements

- (a) An eligible Employee shall give at least eight (8) weeks' written notice of:
 - (i) their intention to proceed on paid or unpaid maternity leave;
 - (ii) the date the Employee proposes to commence paid or unpaid maternity leave; and
 - (iii) the period of leave to be taken.
- (b) An Employee who has given Main Roads notice of their intention to take maternity leave shall provide Main Roads with a medical certificate from a registered medical practitioner naming the Employee, confirming the pregnancy and the estimated date of birth.
- (c) An Employee is not in breach of subclause 35.3(a) by failing to give the required period of notice if such failure is due to the birth of the Child taking place prior to the date the Employee had intended to proceed on maternity leave.
- (d) An Employee proceeding on maternity leave may elect to take a shorter period of maternity leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four (4) weeks' written notice is provided.

35.4 General Entitlement to Maternity Leave

- (a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks' unpaid maternity leave.
- (b)
 - (i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks' paid maternity leave that will form part of the 52 week unpaid entitlement;
 - (ii) The 14 week period of paid maternity leave is inclusive of any public holidays or repealed public service days in lieu falling within that time;

- (iii) The period of paid maternity leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with subclause 35.15.
- (c) An Employee must take maternity leave in one continuous period with the exception of:
 - (i) special temporary employment or special casual employment pursuant to subclause 35.13 Employment during Unpaid Maternity Leave; and
 - (ii) subclause 35.8 Unpaid Special Maternity Leave.
- (d) Except for leave provided under subclause 37.3(f) and clause 39 - Partner Leave, only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (e) Where less than the 52 weeks' maternity leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f)
 - (i) Notwithstanding subclause 35.4(c) above, paid maternity leave may be taken in more than one period by an Employee who meets the requirements of subclause 35.5(d).
 - (ii) Unpaid maternity leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with subclause 35.13 – Employment during Unpaid Maternity Leave. In these circumstances, the provisions of subclause 35.13 – Employment during Unpaid Maternity Leave, shall apply.
- (g)
 - (i) Where both Employees are employed in the WA Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or parental leave provided for by another industrial agreement can be shared; and
 - (ii) the entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and
 - (iii) the Employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of Main Roads or as provided for under subclause 35.5(d). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 39 of this Agreement.

35.5 Payment for Paid Maternity Leave

- (a)
 - (i) Subject to subclause 35.5(c) a full time Employee proceeding on paid maternity leave is to be paid according to their ordinary working hours at the time of commencement of maternity leave. Shift and weekend penalty payments are not payable during paid maternity leave.
 - (ii) Subject to subclause 35.5(c) payment for a Part-time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve months; or their ordinary working hours at the time of

commencement of maternity leave, exclusive of shift and weekend penalties, whichever is greater.

- (b) An Employee may elect to receive pay in advance for the period of paid maternity leave at the time the maternity leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid maternity leave.
- (c)
 - (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid maternity leave, is to continue to receive the higher duties allowance for the first four (4) weeks of paid maternity leave.
 - (ii) An Employee who is entitled to be paid higher duties allowance in accordance with subclause 35.5(c)(i) and elects to take paid maternity leave at half pay will be paid the higher duties allowance at the full rate for the first four (4) weeks only.
- (d) An Employee is entitled to remain on paid maternity leave if the pregnancy results in other than a live Child; or the Employee is incapacitated following the birth of the Child; or the Child dies or is hospitalised such that the Employee or the Employee's Partner is not providing principal care to the Child.
- (e) Where an Employee is on a period of half pay maternity leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid maternity leave equivalent to the period of leave the Employee would have accessed had they been on full pay maternity leave when their termination occurred.
- (f) An Employee eligible for a subsequent period of paid maternity leave as provided for under subclause 35.1 (a) (iii) shall be paid the maternity leave as follows:
 - (i) According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid maternity leave; and
 - (ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with subclause 35.13.

35.6 Commencement of Maternity Leave

- (a) The period of paid leave can commence up to six (6) weeks prior to the expected date of birth of the Child.
- (b) The period of unpaid leave can commence up to six (6) weeks prior to the expected date of birth of the Child or earlier if Main Roads and the Employee so agree, but must not start later than the birth of the Child.
- (c)
 - (i) If Main Roads has reason to believe that the continued performance of duties by a pregnant Employee renders danger to herself, fellow Employees or the public, the Employee may be required to obtain and provide a medical certificate stating that the Employee is fit to work in her present position for a stated period.
 - (ii) Main Roads shall pay the fee for any such examination.

- (iii) Where an Employee is deemed to be unfit to work in her present position, the provisions of subclause 35.7 - Modification of Duties and Transfer to a Safe Job, may apply.
- (d) (i) Where the pregnancy of an Employee terminates other than by the birth of a living Child, not earlier than twenty weeks before the expected date of the birth, the entitlement to paid maternity leave remains intact and subject to the eligibility requirements of this clause.
- (ii) Such paid maternity leave cannot be taken concurrently with any paid personal leave taken in this circumstance.
- (e) The period of paid maternity leave must be concluded within twelve months of the birth of the Child.
- (f) (i) Main Roads may, in exceptional circumstances, allow an Employee to take paid maternity leave that will result in the Employee being on paid Maternity Leave more than twelve months after the birth of the Child.
- (ii) Main Roads may require evidence that would satisfy a reasonable person that the circumstances warrant allowing the Employee to take their period of paid maternity leave such that it would result in the Employee being on paid maternity leave more than twelve months after the birth of the Child.

35.7 Modification of Duties and Transfer to a Safe Job

- (a) (i) A pregnant Employee may work part time in one or more periods whilst she is pregnant where she provides Main Roads with a medical certificate from a medical practitioner advising that part time employment is, because of her pregnancy, necessary or preferable.
- (ii) The terms of part time employment undertaken in accordance with subclause 35.7(a)(i) shall be in writing.
- (iii) Such employment shall be in accordance with subclause 11.50 – Part Time Employees of this Agreement.
- (b) In the absence of an alternative requirement, and unless otherwise agreed between Main Roads and the Employee, an Employee shall provide Main Roads with four (4) weeks' written notice of an intention to:
 - (i) vary part time work arrangements made under subclause 35.7(a); or
 - (ii) revert to full time employment during the Employee's pregnancy.
- (c) An Employee reverting to full time employment in accordance with subclause 35.7(b)(ii) will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to undertaking part time employment.
- (d) If an Employee gives Main Roads a medical certificate from a medical practitioner, or some other form of evidence that would satisfy a reasonable person, and it contains a statement to the effect that the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:

- (i) illness, or risks, arising out of her pregnancy; or
- (ii) hazards connected with that position;

then Main Roads must modify the duties of the position or alternatively transfer the Employee to a safe job at the same classification level for the period during which she is unable to continue in her present position.

- (e) If Main Roads does not think it to be reasonably practicable to modify the duties of the position or transfer the Employee to a safe job;
 - (i) the Employee is entitled to be absent from the workplace on full pay for the period during which she is unable to continue in her present position.
 - (ii) An entitlement to be absent from the workplace on full pay as at subclause 35.7(e)(i) applies to an eligible Casual Employee.
 - (iii) An Employee who is absent from work pursuant to this subclause shall be paid the amount she would reasonably have expected to be paid if she had worked during that period.
- (f) An entitlement to be absent from the workplace on full pay is in addition to any leave entitlement the Employee has.
- (g) An entitlement to be absent from the workplace on full pay ends at the earliest of whichever of the following times is applicable:
 - (i) the end of the period stated in the medical certificate;
 - (ii) if the Employee's pregnancy results in the birth of a living Child – the end of the day before the date of birth; or
 - (iii) if the Employee's pregnancy ends otherwise than with the birth of a living Child – the end of the day before the end of the pregnancy.

35.8 Unpaid Special Maternity Leave

- (a) A pregnant Employee is entitled to a period of unpaid special maternity leave if the Employee is not fit for work during that period because the Employee:
 - (i) has a pregnancy related illness; or
 - (ii) has been pregnant and the pregnancy ends within 28 weeks of the expected date of birth of the Child otherwise than by a living Child; and
 - (iii) has not utilised personal leave for the period.
- (b) An Employee must give Main Roads notice of the taking of unpaid special maternity leave by the Employee.
- (c) The notice must:
 - (i) be given to Main Roads as soon as practicable (which may be a time after the leave has started); and
 - (ii) advise Main Roads of the period, or expected period, of the leave.

- (d) An Employee who has given notice of the taking of unpaid special maternity leave must, if required by Main Roads, give Main Roads evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subclause 35.8(a).
- (e) Without limiting subclause 35.8(d), Main Roads may require the evidence referred to in that subsection to be a medical certificate.
- (f) An Employee's entitlement to 12 months of unpaid maternity leave provided at subclause 35.4 is not reduced by the amount of any unpaid special maternity leave taken by the Employee while the Employee was pregnant.

35.9 Interaction with Other Leave Entitlements

- (a) An Employee proceeding on unpaid maternity leave may elect to substitute any part of that leave with accrued annual and/or accrued long service leave.
- (b) Where annual and/or long service leave is substituted that leave shall form part of the 52 weeks' maternity leave entitlement.
- (c) An Employee proceeding on unpaid maternity leave may elect to substitute all or part of that leave with accrued time off in lieu of overtime and/or flex credit hours to which the Employee is entitled subject to the provisions of clause 22 – Hours of Work and clause 23 – Overtime Allowance of this Agreement, where applicable.
- (d) Personal leave is not payable on a period of paid or unpaid maternity leave.

35.10 Extended Unpaid Maternity Leave

- (a) An Employee is entitled to apply for leave without pay following maternity leave ("extended unpaid maternity leave") to extend their leave by up to two (2) years.
- (b) Approval for an extension to unpaid maternity leave will be subject to all other available leave entitlements being exhausted.
- (c) Where both parents work for the WA Public Sector the total combined period of extended unpaid maternity, adoption and extended other parent leave shall not exceed two (2) years.
- (d) Main Roads is to agree to a request for extended unpaid maternity leave unless:
 - (i) Main Roads is not satisfied that the request is genuinely based on the Employee's parental responsibilities; or
 - (ii) agreeing to the request would have an adverse impact on the conduct of operations or business of Main Roads and those grounds would satisfy a reasonable person.
- (e) Main Roads is to give the Employee written notice of Main Roads' decision on a request for extended unpaid maternity leave under subclause 35.10(a). If the request is refused, the notice is to set out the reasons for the refusal.
- (f) An Employee who believes their request for extended unpaid maternity leave under subclause 35.10 has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on Main Roads to demonstrate that the refusal was justified in the circumstances.

35.11 Communication during Maternity Leave

- (a) If Main Roads makes a decision that will have a significant effect on the status, responsibility level, pay or location of an Employee's position whilst on maternity leave, Main Roads must take all reasonable steps to give the Employee information about, and an opportunity to discuss, the effect of the decision on that position.
- (b) An Employee shall also notify Main Roads of changes of address or other contact details that might affect Main Roads' capacity to comply with subclause 35.11(a).

35.12 Replacement Employee

- (a) Should a replacement Employee be engaged, the replacement Employee is to be informed prior to engagement of the fixed-term nature of the employment and of the rights of the Employee, who is being replaced, including that the engagement may be subject to variation according to subclause 35.3(d) and ability to extend unpaid maternity leave as provided for under subclause 35.10.

35.13 Employment during Unpaid Maternity Leave

(a) Special Temporary Employment

- (i) For the purposes of this subclause, "temporary" means employment of an intermittent nature; for a limited, specified period; and undertaken during unpaid maternity leave or extended unpaid maternity leave.
- (ii) Notwithstanding any other provision of the maternity leave clause, an Employee may be employed by Main Roads on a temporary basis provided that:
 - both parties agree in writing to the special temporary employment;
 - government officers are only employed on a temporary basis in connection with their substantive office, post or position;
 - any such period of service shall not change the Employee's employment status in regard to their substantive employment; and
 - any period of special temporary employment shall count as qualifying service for all purposes under this Agreement.

(b) Special Casual Employment

- (i) For the purposes of subclause 35.13, "casual" means employment on an hourly basis for a period not exceeding four (4) weeks in any period of engagement for which a casual loading is paid. It excludes employment undertaken in accordance with subclause 35.13(a) – Special Temporary Employment.
- (ii) An Employee can be engaged on special casual employment provided that:
 - both parties agree in writing to the special casual employment;
 - Employees are employed at the level commensurate to the level of the available position under this Agreement;

- in the case of a Fixed Term Employee, the period of the casual employment is within the period of the current fixed term contract;
 - any such period of service shall not break the Employee's continuity of service nor change the Employee's employment status in regard to their substantive employment; and
 - any period of special casual employment shall not count as qualifying service other than with respect to entitlements a Casual Employee would ordinarily be entitled to for any other purpose under any relevant award, agreement or industrial instrument.
- (c) The provisions of this clause only apply to employment during unpaid maternity leave, and extended unpaid maternity leave taken in conjunction with maternity leave as provided for in subclause 35.10 – Extended Unpaid Maternity Leave.
- (d) Main Roads cannot engage an Employee in special temporary employment or special casual employment whilst the Employee is on a period of paid maternity leave, annual leave, or long service leave taken concurrently with a period of unpaid maternity leave.
- (e) Effect of special temporary employment and special casual employment on unpaid maternity leave;
- (i) Subject to subclause 35.13(e)(ii), a period of special temporary employment or special casual employment shall be deemed to be part of the Employee's period of unpaid maternity leave or extended unpaid maternity leave as originally agreed to by the parties.
- (ii) An Employee who immediately resumes unpaid maternity leave or extended unpaid maternity leave following the conclusion of a period of special temporary employment or special casual employment:
- is entitled, on written notice, to extend their period of unpaid maternity leave or extended unpaid maternity leave by the period of time in which they were engaged in special temporary employment or special casual employment; and
 - shall give not less than four (4) weeks' notice in writing to Main Roads of the new date they intend to return to work and so conclude their period of maternity leave or extended unpaid maternity leave.
- (iii) An Employee who does not immediately resume their period of unpaid maternity leave or extended unpaid maternity leave at the conclusion of a period of special temporary employment or special casual employment cannot preserve the unused portion of leave for use at a later date.

35.14 Return to Work on Conclusion of Maternity Leave

- (a) (i) An Employee shall confirm their intention in writing to conclude their Maternity Leave not less than four (4) weeks prior to the expiration of maternity leave or extended unpaid maternity leave.
- (ii) An Employee who intends to return to work on a modified basis in accordance with subclause 35.14(d) shall advise Main Roads of this intention by notice in

writing not less than four (4) weeks prior to the expiration of maternity leave or extended unpaid maternity leave.

- (b) An Employee on return to work following the conclusion of maternity leave or extended unpaid maternity leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the Employee's skill and abilities as the substantive position held immediately prior to proceeding on maternity leave.
- (c) Where an Employee was transferred to a safe job or was absent from the workplace on full pay as provided for in subclause 35.7 – Modification of Duties and Transfer to a Safe Job, the Employee is entitled to return to the position occupied immediately prior to the transfer or their absence from the workplace on full pay.
- (d) **Right to Return to Work on a Modified Basis**
 - (i) An Employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position as determined by Main Roads at the same classification level in accordance with the part time employment provisions of this Agreement.
 - (ii) An Employee may return on a modified basis that involves the Employee working on different days or at different times, or both; or on fewer days or for fewer hours or both, than the Employee worked immediately before starting maternity leave.
- (e) **Right to Revert**
 - (i) An Employee who has returned on a part time or modified basis in accordance with subclause 35.14(d) may subsequently request permission from Main Roads to resume working on the same basis as the Employee worked immediately before starting maternity leave or full time work at the same classification level.
 - (ii) A request made under subclause 35.14(e)(i) must be in writing and must be made at least four (4) weeks before the day on which the Employee wishes to resume working on the same basis as the Employee worked immediately before starting maternity leave or full time work at the same classification level.
 - (iii) Main Roads is to agree to a request to revert made under subclause 35.14(e)(i) unless there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of Main Roads and those grounds would satisfy a reasonable person.
 - (iv) Main Roads is to give the Employee written notice of Main Roads' decision on a request to revert under subclause 35.14(e)(i). If the request is refused, the notice is to set out the reasons for the refusal.
 - (v) An Employee who believes their request to revert under 35.14(e)(i) has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on Main Roads to demonstrate that the refusal was justified in the circumstances.

(f) **Main Roads Requirement to Revert**

- (i) If, on finishing maternity leave, an Employee has returned to work on a modified basis in accordance with subclause 35.14(d), Main Roads may subsequently require the Employee to resume working on the same basis as the Employee worked immediately before starting maternity leave.
- (ii) A requirement can be made under subclause 35.14(f)(i) only if:
 - (aa) the requirement is made on grounds relating to the adverse effect that the Employee continuing to work on a modified basis would have on the conduct of the operations or business of Main Roads and those grounds would satisfy a reasonable person; or
 - (bb) the Employee no longer has a Child who has not reached the compulsory education period as defined in section 6 of the *School Education Act 1999*.

35.15 **Effect of Maternity Leave on the Contract of Employment**

- (a) (i) Paid maternity leave will count as qualifying service for all purposes under this Agreement.
- (ii) Qualifying service for any purpose under this Agreement is to be calculated according to the number of weeks of paid maternity leave that were taken at full pay or would have been had the Employee not taken paid maternity leave at half pay. Employees who take paid maternity leave on half pay do not accrue award, agreement or other entitlements beyond those that would have accrued had they taken the leave at full pay.
- (b) (i) Absence on unpaid maternity leave or extended unpaid maternity leave shall not break the continuity of service of Employees.
- (ii) Where an Employee takes a period of unpaid maternity leave or extended unpaid maternity leave exceeding 14 calendar days in one continuous period, the entire period of such leave shall not be taken into account in calculating the period of service for any purpose under the award, agreement or industrial instrument. Periods of unpaid leave of 14 days or less shall, however, count for service.
- (c) An Employee on maternity leave may terminate employment at any time during the period of leave by written notice in accordance with clause 11 – Contract of Employment of this Agreement.
- (d) Main Roads shall not terminate the employment of an Employee on the grounds of the Employee's application for maternity leave or absence on maternity leave but otherwise the rights of Main Roads in respect of termination of employment are not affected.

36. ADOPTION LEAVE

36.1 Eligibility

- (a) (i) A Permanent, Fixed Term or eligible Casual Employee is entitled to 52 weeks unpaid adoption leave on the placement of a Child for adoption as provided for under this clause.
- (ii) The period of leave granted to a Fixed Term Employee shall not extend beyond the term of that contract.
- (iii) An Employee is eligible, without concluding their adoption leave and resuming duty, for subsequent periods of adoption leave, including paid adoption leave, in accordance with the provisions of this clause.
- (b) A Permanent or Fixed Term Employee must have completed twelve months' continuous service in the Public Sector immediately preceding the adoption leave in order to receive the forms of paid leave as provided for by this clause.
- (c) An Employee on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid adoption leave in accordance with the eligibility requirements.
- (d) An eligible Casual Employee as defined under subclause 35.2 of the maternity leave clause is entitled to unpaid adoption leave as provided by this clause.

36.2 General Entitlement to Adoption Leave

- (a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks unpaid adoption leave.
- (b) (i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks paid adoption leave that will form part of the 52 week unpaid entitlement.
- (ii) The 14 week period of paid adoption leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
- (iii) The period of paid adoption leave can be extended by the Employee taking double the leave on a half-pay basis and its effect is in accordance with subclause 35.15 – Maternity Leave;
- (c) An Employee must take adoption leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to subclause 35.13 – Employment during Unpaid Maternity Leave.
- (d) Except for leave provided under subclause 37.3(f) and clause 39 – Partner Leave only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (e) Where less than the 52 weeks' adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (f) Unpaid adoption leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with the provisions at subclause 35.13 – Employment during Unpaid

Maternity Leave. In these circumstances, the provisions of subclause 35.13 – Employment during Unpaid Maternity Leave, shall apply.

- (g) (i) Where both Employees are employed in the WA Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or Parental Leave provided for by another industrial agreement can be shared; and
- (ii) The entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and
- (iii) The Employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of Main Roads or as provided for under subclause 35.5(d) of the maternity leave clause. This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 39 of this Agreement.

36.3 **Payment for Paid Adoption Leave**

- (a) (i) Subject to subclause 36.3(c) a full time Employee proceeding on paid Adoption Leave is to be paid according to their ordinary working hours at the time of commencement of adoption leave. Shift and weekend penalty payments are not payable during paid adoption leave.
- (ii) Subject to subclause 36.3(c), payment for a Part-time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve months; or their ordinary working hours at the time of commencement of adoption leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An Employee may elect to receive pay in advance for the period of paid adoption leave at the time the adoption leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid adoption leave.
- (c) (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid adoption leave, is to continue to receive the higher duties allowance for the first four (4) weeks of paid adoption leave.
- (ii) An Employee who is entitled to be paid higher duties allowance in accordance with subclause 36.3(c)(i) and elects to take paid adoption leave at half pay will be paid the higher duties allowance at the full rate for the first four (4) weeks only.
- (d) Where an Employee is on a period of half pay adoption leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid adoption leave equivalent to the period of leave the Employee would have accessed had they been on full pay adoption leave when their termination occurred.
- (e) An Employee eligible for a subsequent period of paid adoption leave as provided for under subclause 36.1(a)(iii) shall be paid the adoption leave as follows:

- (i) according to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid adoption leave; and
 - (ii) not affected by any period of special temporary employment or special casual employment undertaken in accordance with subclause 35.13 of the maternity leave clause.
- (f) Where less than the 52 weeks' adoption leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (g) An eligible Casual Employee provided for under subclause 36.1(d) is not entitled to paid adoption leave.
- (h) The "day of placement", in relation to the adoption of a Child by an Employee, means the earlier of the following days:
- (i) the day on which the Employee first takes custody of the Child for the adoption;
 - (ii) the day on which the Employee starts any travel that is reasonably necessary to take custody of the Child for the adoption.
- (i) An Employee is not entitled to adoption-related leave unless the Child that is, or is to be, placed with the Employee for adoption:
- (i) is, or will be, under 16 years old as at the day of placement, or the expected day of placement, of the Child; and
 - (ii) has not, or will not have, lived continuously with the Employee for a period of six (6) months or more as at the day of placement, or the expected day of placement, of the Child; and .
 - (iii) is not (otherwise than because of the adoption) a Child or stepchild of the Employee or the Employee's Partner.
- (j) (i) An Employee seeking to adopt a Child is entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure.
- (ii) An Employee working or residing outside of the Metropolitan Area is entitled to an additional day's unpaid leave.
- (iii) The Employee may take any paid leave entitlement to which the Employee is entitled to in lieu of this leave.
- (k) (i) If an application for adoption leave has been granted for the adoption of a Child, which does not eventuate, then the period of paid or unpaid adoption leave is terminated.
- (ii) Employees may take any other paid leave entitlement to which they are entitled in lieu of the terminated adoption leave or return to work.

36.4 Commencement of Adoption Leave

- (a) An eligible Employee can commence adoption leave from the day of placement of the Child.

- (b) The period of paid adoption leave must conclude within twelve months of the day of placement except under exceptional circumstances as provided under subclause 35.6(f) of the maternity leave clause, but as it relates to adoption leave.

36.5 Notice and Variation Requirements

- (a) An Employee shall give no less than eight (8) weeks' written notice to Main Roads of:
 - (i) the date the Employee proposes to commence paid or unpaid adoption leave; and
 - (ii) the period of leave to be taken.
- (b) An Employee is not in breach of subclause 36.5(a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a Child, or other compelling circumstances.
- (c) An Employee proceeding on adoption leave may elect to take a shorter period of adoption leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four (8) weeks' written notice is provided.

36.6 Other Provisions

The following provisions, as provided under clause 35 – Maternity Leave have application to adoption leave:

- (a) subclause 35.9 – Interaction with Other Leave Entitlements;
- (b) subclause 35.10 – Extended Unpaid Maternity Leave;
- (c) subclause 35.11 – Communication during Maternity Leave;
- (d) subclause 35.12 – Replacement Employee;
- (e) subclause 35.13 – Employment during Unpaid Maternity Leave;
- (f) subclause 35.14 – Return to Work on Conclusion of Maternity Leave; and
- (g) subclause 35.15 – Effect of Maternity Leave on the Contract of Employment.

37. OTHER PARENT LEAVE

37.1 For the purposes of this clause:

- (a) The "other parent" may or may not be the biological parent, and does not necessarily have to be the Partner of the birth parent and has a responsibility for the care of the Child.
- (b) The "primary care giver" means the Employee will assume the principal role for the care and attention of a Child aged under twelve months or a newly adopted Child.
- (c) Only one person can be the primary care giver of the Child at any one time.

37.2 Eligibility

- (a) (i) Where an eligible Employee, other than an Employee entitled to paid maternity leave under subclause 35.4 or adoption leave under subclause 36.2, is the other parent and primary care giver of a Child under the age of twelve months or newly adopted Child the provisions of this clause will apply.
- (ii) An Employee must be the primary care giver of the Child to access paid other parent leave.
- (iii) Main Roads may require an Employee to provide confirmation of their primary carer status with evidence that would satisfy a reasonable person.
- (b) An eligible Casual Employee, as defined under subclause 35.2 of the maternity leave clause, is entitled to unpaid other parent leave as provided by this clause.
- (c) (i) A Permanent, Fixed Term or eligible Casual Employee is entitled to 52 weeks unpaid other parent leave in accordance with this clause.
- (ii) An eligible Permanent or Fixed Term Employee is entitled to 14 weeks' paid other parent leave in accordance with this clause.
- (iii) An Employee employed on a fixed term contract shall have the same entitlement to other parent leave; however, the period of leave granted shall not extend beyond the term of that contract.
- (iv) An Employee is eligible, without concluding their other parent leave and resuming duty, for subsequent periods of other parent leave, including paid other parent leave, in accordance with the provisions of this clause.
- (d) A Permanent or Fixed Term Employee must have completed twelve months continuous service in the Public Sector immediately preceding the other parent leave in order to receive the forms of paid leave as provided for by this clause.
- (e) An Employee on a period of leave without pay unrelated to maternity leave, adoption leave or other parent leave must resume duties prior to being entitled to paid other parent leave in accordance with the eligibility requirements.

37.3 General Entitlement to Other Parent Leave

- (a) Subject to the requirements of this clause an eligible Employee is entitled to 52 weeks unpaid other parent leave.
- (b) (i) Subject to the requirements of this clause an eligible Employee is entitled to 14 weeks' paid other parent leave that will form part of the 52 week unpaid entitlement.
- (ii) The 14 week period of paid other parent leave is inclusive of any public holidays or repealed public service days in lieu falling within that time.
- (iii) The period of paid other parent leave can be extended by the Employee taking double the leave on a half-pay basis and in its effect is in accordance with subclause 35.15 – Effect of Maternity Leave on the Contract of Employment.

- (c) An Employee must take other parent leave in one continuous period with the exception of Special Temporary Employment or Special Casual Employment pursuant to subclause 35.13 – Employment during Unpaid Maternity Leave.
- (d) Where less than the 52 weeks' other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (e) Except for leave provided under subclause 37.3(f) and clause 39 – Partner Leave only one parent can proceed on maternity, adoption or other parent leave at any one time.
- (f)
 - (i) An Employee, whose Partner is not employed, or is employed and does not intend to take unpaid parental leave for a Child under the age of twelve months or placement of a newly adopted Child as provided for in clause 36 – Adoption Leave of this Agreement, may access unpaid other parent leave where:
 - (aa) the Employee will have a responsibility for the care of a Child; and
 - (bb) the Partner has responsibility for the care of the Child for the period between the date of birth or placement of the Child and the start date of the Employee's leave.
 - (ii) The leave application must ensure that the leave commences within 12 months of the date of birth or placement of the Child.
 - (iii) This entitlement forms part of an Employee's 52 week unpaid other parent leave entitlement and may not be extended beyond 24 months after the date of birth or date of placement of a newly adopted Child as provided for in clause 36 – Adoption Leave of this Agreement.
- (g) Unpaid other parent leave may be taken in more than one continuous period where the Employee undertakes special temporary employment or special casual employment in accordance with the provisions at subclause 35.13 – Employment during Unpaid Maternity Leave. In these circumstances, the provisions of subclause 35.13 – Employment during Unpaid Maternity Leave, shall apply.
- (h)
 - (i) Where both Employees are employed in the Public Sector an entitlement to paid or unpaid maternity leave, adoption leave or other parent leave or Parental Leave provided for by another industrial agreement can be shared; and
 - (ii) The entitlement provided to the Employees shall not exceed the paid maternity, adoption or other parent leave quantum for one Employee or its half pay equivalent; and
 - (iii) The Employees may only proceed on paid and/or unpaid maternity, adoption or other parent leave at the same time in exceptional circumstances with the approval of Main Roads or as provided for under subclause 37.3(i). This does not prevent an Employee from taking paid or unpaid partner leave as prescribed by clause 39 of this Agreement.
- (i) If both parents work in the public sector and the mother is able to remain on paid maternity leave despite her incapacity to be her Child's principal care giver, the Employees may choose which parent will access the paid leave.

- (i) If the mother chooses to remain on paid maternity leave, the other parent may access unpaid other parent leave for the period they are their Child's principal care giver.
 - (ii) If the other parent chooses to be the primary care giver of the Child and accesses paid other parent leave the mother may access unpaid maternity leave.
 - (iii) Where the other parent accesses paid leave in accordance with this subclause, the mother is entitled to resume paid maternity leave if/when she becomes her Child's principal care giver, subject to the provisions of subclause 37.3(i).
- (j) An eligible Casual Employee provided for under subclause 37.2(b) is entitled to unpaid other parent leave only.

37.4 Payment for Paid Other Parent Leave

- (a) (i) Subject to subclause 37.4(c) a full time Employee proceeding on paid other parent leave is to be paid according to their ordinary working hours at the time of commencement of other parent leave. Shift and weekend penalty payments are not payable during paid other parent leave.
 - (ii) Subject to subclause 37.4(c), payment for a Part-time Employee is to be determined according to an average of the hours worked by the Employee over the preceding twelve months; or their ordinary working hours at the time of commencement of other parent leave, exclusive of shift and weekend penalties, whichever is greater.
- (b) An Employee may elect to receive pay in advance for the period of paid other parent leave at the time the other parent leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid other parent leave.
- (c) (i) An Employee in receipt of a higher duties allowance for a continuous period of twelve months immediately prior to commencing paid other parent leave, is to continue to receive the higher duties allowance for the first four (4) weeks of paid other parent leave.
 - (ii) An Employee who is entitled to be paid higher duties allowance in accordance with subclause 37.4(c)(i) and elects to take paid other parent leave at half pay will be paid the higher duties allowance at the full rate for the first four (4) weeks only.
- (d) An Employee is entitled to remain on paid other parent leave if the pregnancy results in other than a live Child; or the mother is incapacitated following the birth of the Child; or the Child dies or is hospitalised such that the Employee or the Employee's Partner is not providing principal care to the Child.
- (e) Where an Employee is on a period of half pay other parent leave and their employment is terminated through no fault of the Employee, the Employee shall be paid out any period of unused paid other parent leave equivalent to the period of leave the Employee would have accessed had they been on full pay other parent leave when their termination occurred.

- (f) An Employee eligible for a subsequent period of paid other parent leave as provided for under subclause 37.2(c)(iv) shall be paid the other parent leave as follows:
 - (i) According to the Employee's status, classification and ordinary working hours at the time of commencing the original period of paid other parent leave; and
 - (ii) Not affected by any period of special temporary employment or special casual employment undertaken in accordance with subclause 35.13 – Employment During Unpaid Maternity Leave.
- (g) Where less than the 52 weeks other parent leave is taken paid or unpaid, the unused portion of the leave cannot be banked or preserved in any way.
- (h) An eligible Casual Employee provided for under subclause 37.2(b) is not entitled to paid other parent leave.

37.5 Commencement of Other Parent Leave

- (a) An eligible Employee who has a responsibility for the care of the Child can commence other parent leave from the Child's birth date or placement, or a later date nominated by the Employee.
- (b) The period of paid other parent leave must conclude within twelve months of the birth or placement of the Child except under exceptional circumstances as per subclause 35.6(f) of the maternity leave clause, but as it relates to Other Parent Leave.

37.6 Notice and Variation Requirements

- (a) An Employee shall give no less than eight (8) weeks' written notice to Main Roads of:
 - (i) the date the Employee proposes to commence paid or unpaid other parent leave; and
 - (ii) the period of leave to be taken.
- (b) (i) An Employee is not in breach of subclause 37.6(a) by failing to give the required period of notice if such failure is due to the requirement of the Employee to take on the role of primary care giver due to the birth parent or other adoptive parent being incapacitated to take on the principal caring role.
 - (ii) In such circumstances the Employee shall give notice as soon as reasonably possible.
- (c) The granting of leave under this clause is subject to the Employee providing Main Roads with evidence that would satisfy a reasonable person detailing the reasons for and the circumstances under which the leave application is made and the relationship the Employee has with the Child.
- (d) An Employee proceeding on other parent leave may elect to take a shorter period of other parent leave to that provided by this clause and may at any time during that period elect to reduce or seek to extend the period stated in the original application, provided four (4) weeks' written notice is provided.

37.7 Other Provisions

The following provisions, as provided under clause 35 – Maternity Leave have application to other parent leave:

- (a) subclause 35.9 – Interaction with Other Leave Entitlements;
- (b) subclause 35.10 – Extended Unpaid Maternity Leave;
- (c) subclause 35.11 – Communication during Maternity Leave;
- (d) subclause 35.12 – Replacement Employee;
- (e) subclause 35.13 – Employment during Unpaid Maternity Leave;
- (f) subclause 35.14 – Return to Work on Conclusion of Maternity Leave; and
- (g) subclause 35.15 – Effect of Maternity Leave on the Contract of Employment.

38. SUPERANNUATION ON UNPAID PARENTAL LEAVE

38.1 In this clause, “unpaid parental leave” means:

- (a) unpaid maternity leave, which includes unpaid maternity leave, unpaid special maternity leave and extended unpaid maternity leave under clause 35;
- (b) unpaid adoption leave under clause 36; and
- (c) unpaid other parent leave under clause 37 of this Agreement.

38.2 An Employee or eligible Casual Employee who is entitled to unpaid parental leave is entitled to have superannuation contributions made in respect of the period of unpaid parental leave taken to a maximum of 12 weeks.

38.3 Superannuation contributions made under this clause will be calculated:

- (a) in respect of the period of unpaid maternity leave, unpaid adoption leave or unpaid other parent leave taken or 12 weeks; whichever is lesser;
- (b) based on the amount that would have been paid to the Employee had they taken paid maternity leave, paid adoption leave or paid other parent leave for that period and in accordance with the following:
 - (i) for full time Employees – the ordinary working hours at the time of commencement of parental leave;
 - (ii) for part time Employees – an average of the hours worked by the Employee over the preceding 12 months; or their ordinary working hours at the time of commencement of parental leave, whichever is greater; or
 - (iii) for eligible Casual Employees – an average of the hours worked by the eligible Casual Employee over the preceding 12 months;

exclusive of shift and weekend penalties;

38.4 Superannuation contributions will be paid:

- (a) to the Employee's superannuation fund in respect of which superannuation contributions for that Employee are made; and

- (b) at the time that the period of unpaid parental leave in respect of which the contributions are payable concludes.

38.5 Superannuation contributions will be made in accordance with the *State Superannuation Act 2000* and the *State Superannuation Regulations 2001*.

39. PARTNER LEAVE

39.1 An Employee who is not taking maternity leave, adoption leave or other parent leave is entitled to one (1) week's partner leave as prescribed by this clause in respect of the:

- (a) birth of a Child to the Employee's Partner; or
- (b) adoption of a Child who is not the natural Child or the stepchild of the Employee and/or the Employee's Partner; is under the age of sixteen; and has not lived continuously with the Employee for six (6) months or longer.

39.2 Subject to available credits, the entitlement to one (1) week's partner leave may be taken as:

- (a) paid personal leave, subject to subclause 39.7;
- (b) paid annual and/or long service leave;
- (c) paid accrued time off in lieu of overtime, flex credit hours; and/or
- (d) unpaid partner leave.

39.3 Partner leave must be taken immediately following the birth or, in the case of adoption, the placement of the Child.

39.4 (a) Subject to subclause 39.4(b), the taking of partner leave by an Employee shall have no effect on their or their Partner's entitlement, where applicable, to access paid Maternity leave as provided by clause 35 – Maternity Leave, paid adoption leave as provided by clause 36 – Adoption Leave and paid other parent leave as provided by clause 37 – Other Parent Leave of this Agreement.

(b) Where applicable, unpaid partner leave taken by an Employee shall be counted as part of the Employee's unpaid other parent leave entitlement.

39.5 Any public holidays or days in lieu of the repealed public service holidays that fall during partner leave shall be counted as part of the partner leave and do not extend the period of partner leave.

39.6 The taking of accrued time off in lieu of overtime and/or flex credit hours for partner leave purposes shall be subject to the provisions of clause 22 – Hours of Work and clause 23 – Overtime Allowance of this Agreement, where applicable.

Personal Leave

39.7 An Employee may access their accrued personal leave entitlements for partner leave purposes, subject to the requirements of the *Minimum Conditions of Employment Act 1993* being met. That is, a minimum of 76 hours personal leave must be kept available for an Employee to access for the purposes of an Employee's entitlement to paid leave for illness or injury; or carer's leave.

39.8 The right to access personal leave credits for partner leave purposes does not affect an Employee's right to take more than five (5) days' personal leave for the purposes provided for in clause 32 – Personal Leave of this Agreement.

Right to Request Additional Unpaid Partner Leave

39.9 (a) The total period of partner leave provided by this clause shall not exceed eight (8) weeks.

(b) An Employee is entitled to request an extension to the period of partner leave up to a maximum of eight (8) weeks. The additional weeks' shall be unpaid and the eight week maximum is inclusive of any period of partner leave already taken in accordance with subclause 39.2.

39.10 (a) The extended unpaid partner leave may be taken in separate periods, but, unless Main Roads agrees, each period must not be shorter than two (2) weeks.

(b) The period of extended unpaid partner leave must be concluded within twelve months of the birth or the placement of the Child.

39.11 Main Roads is to agree to an Employee's request to extend their unpaid partner leave made under subclause 39.9(b) unless:

(a) having considered the Employee's circumstances, Main Roads is not satisfied that the request is genuinely based on the Employee's parental responsibilities; or

(b) there are grounds to refuse the request relating to the adverse effect that agreeing to the request would have on the conduct of operations or business of Main Roads and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:

(i) cost;

(ii) lack of adequate replacement staff;

(iii) loss of efficiency; and

(iv) impact on the production or delivery of products or services by Main Roads.

39.12 Main Roads is to give the Employee written notice of Main Roads' decision on a request to extend their unpaid partner leave. If the Employee's request is refused, the notice is to set out the reasons for the refusal.

39.13 An Employee who believes their request to extend unpaid partner leave has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on Main Roads to demonstrate that the refusal was justified in the circumstances.

39.14 Where Main Roads agrees to an Employee's request to extend their period of unpaid partner leave under subclause 39.9, Main Roads must allow an Employee to elect to substitute any part of that period of unpaid partner leave with accrued annual leave, long service leave, time off in lieu of overtime and/or flex credit hours.

39.15 An Employee on unpaid partner leave is not entitled to paid personal leave.

Notice

- 39.16 (a) The Employee shall give not less than four (4) weeks' notice in writing to Main Roads of the date the Employee proposed to commence partner leave, stating the period of leave to be taken.
- (b) An Employee who has given Main Roads notice of their intention to take partner leave shall provide Main Roads with a medical certificate from a registered medical practitioner naming the Employee, or the Employee's Partner, confirming the pregnancy and the estimated date of birth.

Effect of Partner Leave on the Contract of Employment

- 39.17 The provisions of subclause 35.15 of the maternity leave clause of this Agreement concerning the effect of maternity leave on the contract of employment shall apply to Employees accessing partner leave, with such amendment as necessary.

Eligible Casual Employees

- 39.18 An eligible Casual Employee, as defined in subclause 35.2 – Maternity Leave of this Agreement, is only entitled to unpaid partner leave.

40. UNPAID GRANDPARENTAL LEAVE

- 40.1 For the purposes of this clause "primary care giver" means the Employee who will assume the principal role for the care and attention of a Grandchild.
- 40.2 An Employee is entitled to a period of up to 52 weeks continuous unpaid grandparental leave in respect of the:
- (a) birth of a Grandchild of the Employee; or
- (b) adoption of a Grandchild of the Employee, being a Child who is not the natural Grandchild or grand-stepchild of the Employee, is under the age of five and has not lived continuously with its adoptive parents for six (6) months or longer.

Primary Care Giver Status

- 40.3 (a) An Employee is only entitled to grandparental leave if they are or will be the primary care giver of a Grandchild.
- (b) Determination of primary care giver status shall be made by reference to the provision of care during what would be the Employee's ordinary hours of work had the Employee not been providing care to their Grandchild.
- (c) Main Roads may require an Employee to provide confirmation of their primary care giver status. Where Main Roads requires an Employee to confirm their status as the primary care giver of a Grandchild, the Employee is to provide Main Roads with evidence that would satisfy a reasonable person of the entitlement to unpaid grandparental leave.

Commencement, Notice and Variation of Leave

- 40.4 Commencement of unpaid grandparental leave may occur any time within 24 months following the birth or placement of the Employee's Grandchild.

- 40.5 (a) The Employee shall give not less than four (4) weeks' notice in writing to Main Roads of the date the Employee proposes to commence unpaid grandparental leave, stating the period of leave to be taken.
- (b) The notice period in subclause 40.5(a) may be waived by Main Roads in exceptional circumstances.
- 40.6 An Employee may request and Main Roads may agree to an Employee taking grandparental leave on a part time basis provided:
- (a) the Employee is their Grandchild's primary care giver on those days for which care is provided by the Employee; and
- (b) the Employee's leave concludes no later than 52 weeks after the commencement of the period of grandparental leave.

Other Entitlements

- 40.7 The following provisions contained in clause 35 – Maternity Leave of this Agreement shall be read in conjunction with this clause, with such amendment as is necessary.
- (a) Subclause 35.11 – Communication during Maternity Leave.
- (b) Subclause 35.12 – Replacement Employee.
- (c) Subclauses 35.14(a)(ii) and 35.14(b) – Return to Work on Conclusion of Maternity Leave.
- (d) Subclause 35.15 – Effect of Maternity Leave on the Contract of Employment.
- 40.8 The entitlement to grandparental leave is as prescribed in this clause. Other than as specified in subclause 40.7, an Employee has no entitlement to the provisions contained in clause 35 – Maternity Leave in this Agreement with respect to the birth or adoptive placement of their Grandchild.

41. CEREMONIAL OR CULTURAL LEAVE

- 41.1 Cultural/ceremonial leave shall be available to all Employees.
- 41.2 Such leave shall include leave to meet the Employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 41.3 Employees are entitled to time off without loss of pay for cultural/ceremonial purposes, subject to agreement between Main Roads and Employee and sufficient leave credits being available.
- 41.4 Main Roads will assess each application for ceremonial/cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.
- 41.5 Main Roads may request reasonable evidence of the legitimate need for the Employee to be allowed time off.
- 41.6 Cultural/ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
- (a) the Employee's annual leave entitlements

- (b) the Employee's accrued long service leave entitlements, but in full days only.
- (c) accrued days off or time in lieu; or
- (d) personal leave when entitlements under subclauses (a), (b) and (c) have been fully exhausted.

41.7 Time off without pay may be granted by arrangement between Main Roads and the Employee for cultural/ceremonial purposes.

CULTURAL LEAVE FOR ABORIGINAL AND TORRES STRAIT ISLANDERS

41.8 Employees who identify as Aboriginal or Torres Strait Islanders are entitled to paid cultural leave which can be accessed to participate in any of the following:

- (a) cultural and ceremonial obligations under Aboriginal or Torres Strait Islander lore, customs or traditional law; and
- (b) community cultural events such as NAIDOC Week activities, Reconciliation Week or Coming of the Light festivals.

41.9 Up to five (5) days of paid cultural leave per calendar year will be available under this clause. The leave need not be taken in one continuous period. Paid cultural leave will not accrue from year to year and will not be paid out on termination.

41.10 Main Roads will assess each application for cultural leave on its merits and give consideration to the personal circumstances of the Employee seeking the leave.

41.11 Main Roads may request reasonable evidence of the legitimate need for the Employee to be allowed time off.

41.12 If Main Roads requires an Employee to attend to business associated with an Aboriginal or Torres Strait Islander organisation, or an organisation that works to facilitate Aboriginal or Torres Strait Islander interests, the attendance is considered to be a part of the Employee's normal duties and the Employee need not access leave under this or any other clause to enable it.

41.13 Cultural leave granted under this clause is in addition to the leave provided by clause 49–Bereavement Leave of this Agreement.

42. BLOOD/PLASMA DONORS LEAVE

42.1 Subject to operational requirements, Employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:

- (a) prior arrangements with the supervisor have been made and at least two (2) days' notice has been provided; or
- (b) the Employee is called upon by the Red Cross Blood Centre.

42.2 The notification period shall be waived or reduced where the supervisor is satisfied that operations would not be unduly affected by the Employee's absence.

42.3 The Employee shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.

42.4 Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood to the Red Cross Blood Centre.

43. EMERGENCY SERVICE LEAVE

43.1 Subject to operational requirements, paid leave of absence shall be granted by Main Roads to an Employee who is an active volunteer member of State Emergency Service Units, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units, in order to allow for attendance at emergencies as declared by the recognised authority and for training.

43.2 Main Roads shall be advised as soon as possible by the Employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.

43.3 The Employee must complete a leave of absence form immediately upon return to work.

43.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the Employee was required for the specified period.

43.5 An Employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 43.2, 43.3 and 43.4 of this Agreement.

44. UNION FACILITIES FOR UNION REPRESENTATIVES

44.1 Main Roads recognises the rights of the Association to organise and represent its members. Union representatives in the agency have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members' interests in the workplace, agency and Union electorate.

44.2 The Association is recognised as the relevant industrial organisation for Employees under this Agreement.

44.3 Main Roads will recognise Union representatives in the agency and will allow them to carry out their role and functions.

44.4 The Association will advise Main Roads in writing of the names of the Union representatives in the agency.

44.5 Main Roads shall recognise the authorisation of each Union representative in the agency and shall provide them with the following:

(a) Paid time off from normal duties to perform their functions as a Union representative such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the workplace organising committee and to attend Union business in accordance with clause 45 – Leave to Attend Union Business.

(b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal agency protocols.

(c) A noticeboard for the display of Union materials including broadcast email facilities.

- (d) Paid access to periods of leave for the purpose of attending Union training courses in accordance with clause 46 – Trade Union Training Leave. Country representatives will be provided with appropriate travel time.
- (e) Notification of the commencement of new Employees and time to discuss the benefits of Union membership with new Employees as part of their formal induction program. Where the induction is wholly online, the Union will be afforded the opportunity to provide content on the benefits of union membership for inclusion in the online induction program.
- (f) Access to Awards, agreements, policies and procedures.
- (g) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.
- (h) (i) A page on the Main Roads intranet that includes the names of Union representatives and their contact information, a link to the Union website and other relevant general information as agreed between the parties.
- (ii) Main Roads will retain responsibility for updating the page within two (2) business days of receiving written advice from the Union requesting change(s).

44.6 Main Roads recognises that it is paramount that Union representatives in the workplace are not threatened or disadvantaged in any way as a result of their role as a Union representative.

Union meetings

44.7 Subject to reasonable notice being provided to Main Roads:

- (a) Employees will be granted paid time off to attend two meetings per calendar year of up to one (1) hours duration at the workplace held by the Association;
- (b) where a meeting exceeds one (1) hour, any absence will be without pay for that part of the meeting which exceeds one (1) hour; and
- (c) to conduct these meetings the Association, upon written request, will be given access to a private facility at the workplace for the duration of each meeting, if such a facility is reasonably available at the workplace.

45. LEAVE TO ATTEND UNION BUSINESS

45.1 Main Roads shall grant paid leave at the Ordinary Rate of Pay during normal working hours to an Employee:

- (a) who is required to attend or give evidence before any Industrial Tribunal;
- (b) who as a Union-nominated representative is required to attend any negotiations and/or proceedings before an Industrial Tribunal and/or meetings with Ministers of the Crown, their staff or any other representative of Government;
- (c) when prior arrangement has been made between the Union and Main Roads for the Employee to attend official Union meetings preliminary to negotiations and/or Industrial Tribunal proceedings; and

(d) who as a Union-nominated representative is required to attend joint Union/ management consultative committees or working parties.

45.2 The granting of leave is subject to convenience and shall only be approved:

(a) where reasonable notice is given for the application for leave;

(b) for the minimum period necessary to enable the Union business to be conducted or evidence to be given; and

(c) for those Employees whose attendance is essential.

45.3 Main Roads shall not be liable for any expenses associated with an Employee attending to Union business.

45.4 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.

45.5 An Employee shall not be entitled to paid leave to attend to Union business other than as prescribed by this clause.

45.6 The provisions of the clause shall not apply to:

(a) special arrangements made with the Union which provide for unpaid leave for Employees to conduct Union business;

(b) when an Employee is absent from work without the approval of Main Roads; and

(c) Casual Employees.

46. TRADE UNION TRAINING LEAVE

46.1 Subject to Main Roads' convenience and the provisions of this clause:

(a) Main Roads shall grant paid leave of absence during normal working hours to Employees who are nominated by the Union to attend short courses relevant to the public sector or the role of Union workplace representative, conducted by the Association.

(b) Main Roads shall grant paid leave of absence during normal working hours to attend similar courses or seminars as from time to time approved by agreement between Main Roads and the Union.

46.2 An Employee shall be granted up to a maximum of five (5) days paid leave per calendar year for trade Union training or similar courses or seminars as approved. However, leave of absence in excess of five (5) days and up to ten (10) days may be granted in any one (1) calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten (10) days.

(a) Leave of absence will be granted at the Ordinary Rate of Pay and shall not include shift allowances, penalty rates or overtime.

(b) Where a public holiday or rostered day off falls during the duration of a course, a day off in lieu of that day will not be granted.

- (c) Subject to subclause 46.3(a), shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
 - (d) Part-time Employees shall receive the same entitlement as full-time Employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
- 46.3
- (a) Any application by an Employee shall be submitted to Main Roads for approval at least four (4) weeks before the commencement of the course unless Main Roads agrees otherwise.
 - (b) All applications for leave shall be accompanied by a statement from the Union indicating that the Employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority, which is conducting the course.
- 46.4 A qualifying period of twelve months' service shall be served before an Employee is eligible to attend courses or seminars of more than a half-day duration. Main Roads may, where special circumstances exist, approve an application to attend a course or seminar where an Employee has less than twelve months' service.
- 46.5
- (a) Main Roads shall not be liable for any expenses associated with an Employee's attendance at trade union training courses.
 - (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

47. DEFENCE FORCE RESERVES LEAVE

- 47.1 Main Roads must grant leave of absence for the purpose of Defence service to an Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- 47.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 47.3 Application for leave of absence for Defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the Employee shall provide a certificate of attendance to Main Roads.
- 47.4 **Paid Leave**
- (a) An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for defence service, subject to the conditions set out hereunder.
 - (b) Part-time Employees shall receive the same paid leave entitlement as full-time Employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
 - (c) On written application, an Employee shall be paid salary in advance when proceeding on such leave.
 - (d) Casual Employees are not entitled to paid leave for the purpose of defence service.

- (e) An Employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing on 1 July in each year.
- (f) An Employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on July 1. Pay for this leave shall be at the rate of the difference between the normal remuneration of the Employee and the Defence Force payments to which the Employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, public holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the Employee.

47.5 Unpaid Leave

- (a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclause 47.4 shall be unpaid.
- (b) Casual Employees are entitled to unpaid leave for the purpose of defence service.

47.6 Use of Other Leave

- (a) An Employee may elect to use annual or long service leave credits for some or all of their absence on defence service, in which case they will be treated in all respects as if on normal paid leave.
- (b) Main Roads cannot compel an Employee to use annual leave or long service leave for the purpose of defence service.

48. WITNESS AND JURY SERVICE

Witness

- 48.1 An Employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the Line Manager /supervisor who shall notify Main Roads.
- 48.2 Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity that Employee shall be granted by Main Roads leave of absence with pay, but only for such period as is required to enable the Employee to carry out duties related to being a witness. If the Employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of Main Roads. The Employee is not entitled to retain any witness fee.
- 48.3 An Employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify Main Roads.
- 48.4 An Employee subpoenaed or called, as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay entitlements. If the Employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the Employee's civic duty. The Employee is not entitled to retain any witness fees.
- 48.5 An Employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses 48.2 and 48.4 shall be granted leave of absence without pay except when the Employee makes an application to clear accrued leave.

Jury

- 48.6 An Employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/Line Manager who shall notify Main Roads.
- 48.7 An Employee required to serve on a jury shall be granted by Main Roads leave of absence on full pay, but only for such period as is required to enable the Employee to carry out duties as a juror.
- 48.8 An Employee granted leave of absence on full pay as prescribed in subclause 48.6 is not entitled to accept any juror's fees.

49. BEREAVEMENT LEAVE

- 49.1 Employees shall, on the death of:
- (a) the spouse or de-facto Partner of the Employee;
 - (b) a former spouse or former de-facto Partner of the Employee;
 - (c) a Child, step-child, foster child or Grandchild of the Employee (including an adult Child, step-child or Grandchild);
 - (d) a parent, step-parent, foster parent or grandparent of the Employee;
 - (e) a parent in law or former parent in law of the Employee;
 - (f) a brother, sister, step brother or step sister of the Employee; or
 - (g) any other person who, immediately before that person's death, lived with the Employee as a member of the Employee's household;
- be eligible for up to three (3) days' paid bereavement leave.
- 49.2 Main Roads will not unreasonably withhold approval to grant bereavement leave to an Employee in respect of some other person with whom the Employee had a special relationship, on the request of the Employee.
- 49.3 The three (3) days need not be consecutive.
- 49.4 Bereavement leave is not to be taken during any other period of leave, including periods of unpaid leave.
- 49.5 Payment of such leave may be subject to the Employee providing evidence, if so requested by Main Roads, of the death or relationship to the deceased that would satisfy a reasonable person.
- 49.6 An Employee requiring more than three (3) days' bereavement leave in order to travel interstate or overseas in the event of a death of a person referred to in clause 49.1 or 49.2 may, upon providing adequate proof, in addition to any bereavement leave to which the Employee is eligible, have immediate access to annual leave and/or accrued long service leave or leave without pay provided all accrued leave is exhausted.
- 49.7 Refer to subclause 60.7 for travel time related to bereavement leave.

50. STUDY ASSISTANCE

- 50.1 (a) To ensure the maintenance of a trained public sector Main Roads may provide an Employee with paid study leave and/or financial assistance for study purposes in accordance with the provisions of this clause.
- (b) Employees are not eligible for study assistance if they have previously received study assistance for an approved course from Main Roads. Further study assistance towards additional qualifications may, however, be granted in special cases, at the discretion of Main Roads.

50.2 Study Leave

- (a) An Employee may be granted time off with pay for study purposes at the discretion of Main Roads.
- (b) In every case the approval of time off to attend lectures and tutorials will be subject to:
- (i) Main Roads' convenience;
 - (ii) Employees undertaking an acceptable formal study load in their own time;
 - (iii) Employees making satisfactory progress with their studies;
 - (iv) the course being an approved course as defined by subclause 50.5
 - (v) the course being of value to Main Roads; and
 - (vi) Main Roads' discretion when the course is only relevant to the Employee's career in the service and being of value to the State.
- (c) Part-time Employees are entitled to study leave on the same basis as full time Employees, with their entitlement calculated on a pro rata basis. Employees working shift work or on fixed term contracts have the same access to study leave as all other Employees.
- (d) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.
- (e) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed in subclause 50.2(d).
- (f) Where an Employee is undertaking approved study via distance education and/or is not required to attend formal classes, Main Roads may allow the Employee to access study leave up to the maximum annual amount allowed in subclause 50.2(d).
- (g) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
- (h) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the Employee's own time, except in special cases such as where the Employee is in the final year of study and requires less time to complete the course,

or the Employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.

- (i) In cases where Employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two (2) weeks the total fortnightly commitment.
- (j) In agencies which are operating on flexi-time, time spent attending or travelling to or from formal classes for approved courses between 8.15 am and 4.30 pm, less the usual lunch break, and for which "time off" would usually be granted, is to be counted as credit time for the purpose of calculating total hours worked per week.
- (k) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the Employee's normal place of work.
- (l) An Employee shall not be granted more than 5 hours time off with pay per week except in exceptional circumstances where Main Roads may decide otherwise.
- (m) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (n) An Employee performing service with the Australian Defence Force is not entitled to study leave for any period of service with the Australian Defence Force that they receive defence force reserves leave as provided for by clause 47 – Defence Force Reserves Leave.
- (o) A service agreement or bond will not be required.

50.3 **Financial Assistance**

- (a) Main Roads may reimburse an Employee for the full or any part of any reasonable cost of enrolment fees, Higher Education Contribution Surcharge, compulsory text books, compulsory computer software and other necessary study materials for studies commenced during their employment.
- (b) Half of the value of the agreed costs shall be reimbursed immediately following production of written evidence of enrolment and costs incurred, and the remaining half shall be reimbursed following production of written evidence of successful completion of the subject for which reimbursement has been claimed.
- (c) Main Roads and the Employee may agree to alternative reimbursement arrangements.

50.4 **Cadets and Trainees**

- (a) Main Roads is to meet the payment of higher education administrative charges for Cadets and trainees who, as a condition of their employment, are required to undertake studies at a university or college of advanced education. Employees who of their own volition attend such institutions to gain higher qualifications will be responsible for the payment of fees.
- (b) This assistance does not include the cost of textbooks or Guild and Society fees.

- (c) An Employee who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.

50.5 **Approved Courses for Study Purposes**

- (a) For the purposes of subclauses 50.2 and 50.3, the following are approved courses:
 - (i) Degree or associate diploma courses at a university within the Australia;
 - (ii) Degree or diploma courses at an authorised non-university institution;
 - (iii) Diploma courses provided by registered training organisations, including TAFE;
 - (iv) Two-year full time certificate courses provided by registered training organisations, including TAFE;
 - (v) Courses recognised by the National Authority for the Accreditation of translators and Interpreters (NAATI) in a language relevant to the needs of the public sector; and
 - (vi) Secondary courses leading to the Tertiary Entrance Examination or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
- (b) For the purposes of subclause 50.5(a):
 - (i) The term 'university' includes recognised Australian universities and recognised overseas universities as defined by the *Higher Education Act 2004* (WA);
 - (ii) An authorised non-university institution is a non-university institution that is authorised under the Higher Education Act 2004 (WA) to provide a higher education course; and
 - (iii) A registered training organisation is an organisation that is registered with the Training Accreditation Council or equivalent registering authority and complies with the nationally agreed standards set out in the Australian Quality Training Framework (AQTF).
- (c) An Employee who has completed a diploma through TAFE is eligible for study assistance to undertake a degree course at a university within Australia or an authorised non-university institution.
- (d) An Employee who has completed a two year full time certificate through TAFE is eligible for study assistance to undertake a diploma course specified in subclause 50.5(a)(iii) or a degree or diploma course specified in subclauses 50.5(a)(i) or (ii).

50.6 **Full Time Study**

- (a) Subject to the provisions of subclause 50.6(b), Main Roads may grant an Employee full time study leave with pay to undertake:
 - (i) post graduate degree studies at Australian or overseas tertiary education institutions;
 - (ii) study tours involving observations and/or investigations; or

- (iii) a combination of postgraduate studies and study tour.
- (b) Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:
 - (i) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of subclauses 50.2 and 50.5 and clause 19 - Leave Without Pay.
 - (ii) It must be a highly specialised course with direct relevance to the Employee's profession.
 - (iii) It must be highly relevant to Main Roads' corporate strategies and goals.
 - (iv) The expertise or specialisation offered by the course of study should not already be available through other Employees employed within Main Roads.
 - (v) If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an Employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.
 - (vi) A Fixed Term Employee may not be granted study leave with pay for any period beyond that Employee's approved period of engagement.
- (c) Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
- (d) Where an outside award is granted and the studies to be undertaken are considered highly desirable by Main Roads, financial assistance to the extent of the difference between the Employee's normal salary and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of salary may be approved at the discretion of Main Roads.
- (e) Main Roads supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
- (f) Where recipients are in receipt of a living allowance, this amount should be deducted from the Employee's salary for that period.
- (g) Where Main Roads approves full time study leave with pay the actual salary contribution forms part of Main Roads' approved average staffing level funding allocation. Main Roads should bear this in mind if considering temporary relief.
- (h) Where study leave with pay is approved and Main Roads also supports the payment of transit costs and/or an accommodation allowance, Main Roads will gain approval for the transit and accommodation costs as required.
- (i) Where Employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by Main Roads together with some local transit and accommodation expenses providing

it meets the requirements of subclause 50.6(b). Each case is to be considered on its merits.

- (j) The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for Employees under this Agreement.

51. PROFESSIONAL DEVELOPMENT LEAVE

51.1 Professional Development Leave

At Main Roads' discretion professional development leave for up to 12 months may be provided to an Employee to increase their expertise. This will be subject to the development being relevant to the Employee's area of expertise and to Main Roads' needs.

Leave may be paid or unpaid depending on individual circumstances. Assistance may also be provided with fees and other expenses. Conditions for each individual case will be negotiated between Main Roads and the Employee. Agreed conditions will be confirmed in writing by Main Roads and signed by the Employee.

51.2 Professional Conference and Workshop Assistance

Main Roads may assist with travel and accommodation expenses, and provide study leave, to Employees travelling at their own expense who wish to participate in a conference, workshop or other learning and development opportunity.

PART E ALLOWANCES

52. HIGHER DUTIES ALLOWANCE

- 52.1 An Employee who is directed by Main Roads to act in an office which is classified higher than the Employee's own substantive office and who performs the full duties and accepts the full responsibility of the higher office for a continuous period of five (5) consecutive working days or more, shall, subject to the provisions of this clause, be paid an allowance equal to the difference between the Employee's own salary and the salary the Employee would receive if the Employee was permanently appointed to the office in which the Employee is so directed to act.
- 52.2 Provided that where the hours of duty of an Employee performing shift work are greater than 7½ hours per day as provided for in clause 56 – Shift Work Allowance of this Agreement the allowance shall be payable after the completion of 37½ consecutive working hours in the higher classified position. This period shall not include any time worked as overtime.
- 52.3 Where the full duties of a higher office are temporarily performed by two (2) or more Employees they shall each be paid an allowance as determined by Main Roads.
- 52.4 An Employee who is directed to act in a higher classified office but who is not required to carry out the full duties of the position and/or accept the full responsibilities, shall be paid such proportion of the allowance provided for in subclause 52.1 as the duties and responsibilities performed bear to the full duties and responsibilities of the higher office. Provided that the Employee shall be informed, prior to the commencement of acting in the higher classified office, of the duties to be carried out, the responsibilities to be accepted and the allowance to be paid.
- 52.5 The allowance paid may be adjusted during the period of higher duties.
- 52.6 Where an Employee who has qualified for payment of higher duties allowance under this clause is required to act in another office or other offices classified higher than the Employee's own for periods less than five (5) consecutive working days without any break in acting service, such Employee shall be paid a higher duties allowance for such periods: provided that payment shall be made at the highest rate the Employee has been paid during the term of continuous acting or at the rate applicable to the office in which the Employee is currently acting - whichever is the lesser.
- 52.7 Where an Employee is directed to act in an office which has an incremental range of salaries such an Employee shall be entitled to receive an increase in the higher duties allowance equivalent to the annual increment the Employee would have received had the Employee been permanently appointed to such office; provided that acting service with allowances for acting in offices for the same classification or higher than the office during the eighteen months preceding the commencement of such acting shall aggregate as qualifying service towards such an increase in the allowance.

Paid Leave

- 52.8 Where an Employee who is in receipt of an allowance granted under this clause and has been so for a continuous period of twelve months or more, proceeds on any period of paid leave and:

- (a) resumes in the office immediately on return from leave, the Employee shall continue to receive the allowance for the period of leave; or
- (b) does not resume in the office immediately on return from leave, the Employee shall continue to receive the allowance for the period of leave accrued during the period of higher duties.

52.9 Where an Employee who is in receipt of an allowance granted under this clause and has been so for less than twelve months, proceeds on a period of paid leave, whether in excess of the normal entitlement or not, the Employee shall continue to receive the allowance for the period of normal leave provided that:

- (a) During the Employee's absence, no other Employee acts in the office in which the Employee was acting immediately prior to proceeding on leave; and
- (b) The Employee resumes in the office immediately on return from leave.

52.10 For the purpose of subclause 52.9 'normal leave' means the period of paid leave an Employee would accrue in twelve months. It shall also include any public holidays and leave in lieu accrued during the preceding twelve months taken in conjunction with such paid leave.

Part Time Higher Duties Allowance Arrangement

52.11 Where a Part-time Employee acts in a higher office, the allowance shall be payable after the completion of 37.5 hours of service in that position. The 37.5 hours service in the higher position must be worked consecutively according to the hours the Part-time Employee normally works.

52.12 Where the higher office is a part time position, the allowance shall be payable after the completion of 37.5 hours service in that position. The 37.5 hours service in the higher position must be worked consecutively according to the normal working hours of the part time position for which the allowance is being paid.

53. DIRTY WORK AND PERSONAL PROTECTIVE EQUIPMENT

53.1 PPE clothing is to be provided by Main Roads in accordance with Personal Protective Equipment (PPE) & Clothing Requirements Safety Practice (as amended or replaced).

53.2 An Employee engaged in work of an unusually dirty nature and where clothes are unduly soiled by the work, or are required by Main Roads to wear Personal Protective Equipment (PPE) clothing shall be provided with the necessary PPE clothing or clothing for such dirty work.

53.3 Employees required to wear clothing for dirty work or PPE clothing shall be paid a daily allowance of \$0.57 (to a maximum of \$5.70 per fortnight) for the laundering costs of the clothing where the laundering is the responsibility of the Employee.

53.4 The allowance will not be paid during any periods of paid or unpaid leave.

53.5 The parties agree the JCC is the forum to discuss issues concerning the allocation of PPE clothing and clothing for such dirty work.

53.6 Provided that nothing contained in this clause shall affect the obligations of Main Roads to provide PPE pursuant to the Occupational Safety and Health Act 1984 (as amended or replaced).

54. USING TELEPHONES FOR MAIN ROADS BUSINESS

54.1 If the Employee is required to use their own telephone for Main Roads business they will be reimbursed the call costs and receive 1/52 of the annual rental for each seven (7) calendar days or part thereof that they are required to use their telephone for Main Roads business.

54.2 Out of Hours Phone Contact

(a) This subclause shall apply to a salaried Employee who agrees in writing to remain contactable via mobile phone, and in a reasonably fit state, for the purposes of receiving urgent, regular calls and to provide appropriate advice.

(b) The Employee shall receive an hourly allowance at the rate of one third (1/3) 'availability' rate specified in clause 24 – Out of Hours Contact of this Agreement.

(c) Where the Employee reasonably determines, due to the nature of the emergency, that it is essential to return to the place of work, the Employee shall receive payments at the applicable overtime rates in accordance with the overtime provisions of this agreement.

(d) An Employee may withdraw from the 'contact' arrangement by giving 14 calendar days prior written notice to Main Roads.

55. DISTRICT ALLOWANCE

55.1 Employees of Main Roads shall be entitled to District Allowance in accordance with the provisions contained within the District Allowance (Government Officers) General Agreement 2010, or its replacement.

55.2 Subclauses 55.3 to 55.6 of this Agreement replace subclauses 9.1.4 and 9.1.5 of the District Allowance (Government Officers) General Agreement 2010 respectively.

55.3 When an Employee is on approved annual leave, the Employee shall for the period of such leave, be paid the District Allowance to which the Employee would ordinarily be entitled.

55.4 When an Employee is on approved personal leave or bereavement leave, the Employee shall for the period of such leave, be paid the District Allowance to which they Employee would ordinarily be entitled to a maximum of two (2) weeks unless the Employee, Employee's Dependant/s or partial Dependant/s remain in the District. Where the Employee, Employee's Dependant/s or partial Dependant/s remain in the District, the District Allowance will continue to be paid.

55.5 Notwithstanding subclause 55.4, Main Roads may approve payment of a District Allowance for an Employee on approved personal leave in excess of two (2) weeks where Main Roads considers the payment being justified by the circumstances.

55.6 Except as otherwise provided in this clause, when an officer is on long service leave or other approved leave with pay the Employee shall only be paid District Allowance for the

period of such leave if the Employee, Dependant/s or partial Dependant/s remain in the District in which the Employee's headquarters are situated.

- 55.7 The parties agree that any increase to District Allowance rates resulting from negotiations between the Government and public sector Unions for a replacement for the District Allowance (Government Officers) General Agreement 2010 will be payable as per that replacement District Allowance General Agreement.

56. SHIFT WORK ALLOWANCE

- 56.1 In this clause the following expressions shall have the following meaning:

"Day shift" means a shift commencing at or after 6.00 am and before 12.00 noon.

"Afternoon shift" means a shift commencing at or after 12.00 noon and before 6.00 pm.

"Night shift" means a shift commencing at or after 6.00pm and at or before 5.59 am.

"Public holiday" shall mean a holiday provided in clause 31 – Public Holidays of this Agreement.

- 56.2 An Employee required to work an afternoon shift will, in addition to the Ordinary Rate of Salary, be paid an allowance in accordance with the following formula for each hour so worked:

$$\text{Annual Salary} \quad \times \quad \frac{12}{313} \quad \times \quad \frac{1}{75} \quad \times \quad \frac{15}{100}$$

- 56.3 Notwithstanding subclause 56.2, the minimum amount payable per shift to an Employee required to work afternoon shift will be the allowance payable to an Employee with an annual salary of level 1.7 general division Employee using the formula provided in subclause 56.2.

- 56.4 An Employee required to work a weekday night shift will, in addition to the Ordinary Rate of Salary, be paid an allowance in accordance with the following formula for each shift so worked:

$$\text{Annual salary} \quad \times \quad \frac{12}{313} \quad \times \quad \frac{1}{75} \quad \times \quad \frac{20}{100}$$

- 56.5 Notwithstanding subclause 56.4, the minimum amount payable per shift to an Employee required to work night shift will be the allowance payable to an Employee with an annual salary of level 1.7 general division Employee using the formula provided in subclause 56.4.

- 56.6 For the purposes of this subclause "annual salary" is the Ordinary Rate of Salary payable for the position as prescribed in Attachment A, Part I – General Division Salary Rates or Attachment A, Part II – Specified Callings Salary Rates of this Agreement.

- 56.7 For the avoidance of doubt, where a shift commences on one day and concludes on the following day, hours will be paid at the rate applicable to the day on which they were worked.

- 56.8 Rosters shall be made available to Employees at least five (5) working days prior to commencement of the roster.

56.9 A roster may only be altered on account of contingency, which Main Roads could not have reasonably been expected to foresee. In such case the Employee shall be notified at least 24 hours before the changed shift commences.

Saturday, Sunday and Public Holiday Penalties

56.10 Work performed during ordinary rostered hours on Saturdays shall be paid for at the rate of time and one-half, on Sundays at the rate of time and three quarters and on public holidays at double time and one-half. These rates shall be paid in lieu of the allowance prescribed in subclause 56.2 or subclause 56.4.

56.11 Subject to agreement between Main Roads and the Employee, the Employee can be granted an additional day's leave in lieu of the public holiday and the ordinary hours performed on that public holiday be paid at time and a half. This additional day shall be taken within the next twelve month period.

56.12 An Employee rostered off duty on a public holiday shall be paid at ordinary rates, or subject to agreement be allowed a day's leave with pay in lieu of the holiday to be taken within a period of a year.

Weekend Penalty Rates for Casual Employees

56.13 Casual Employees are entitled to shift penalties as follows:

- (a) Work performed during ordinary rostered hours on Saturdays and public holidays shall be paid for at the rate of time and one-half (Casuals are already paid a loading in lieu of public holidays).
- (b) Work performed during ordinary rostered hours on Sundays will be paid for at the rate of time and three quarters.
- (c) These rates are paid in addition to but not compounded on the casual loading provided in subclause 11.60.

Pro Rata Additional Annual Leave for Shift Workers

56.14 An Employee engaged on shift work who is rostered to work regularly on Sundays and/or public holidays shall be entitled to five day's leave in addition to the Employee's normal entitlement to annual leave.

56.15 For the purposes of subclause 56.14, 'regularly rostered' means the Employee is rostered to and works on at least eleven Sundays and/or public holidays in a period of up to twelve months' continuous service.

56.16 This entitlement accrues according to the following table, provided that the maximum accrual will not exceed five (5) days (37.5 hours) for each completed twelve month period of continuous service.

Number of Sundays and/or public holidays rostered and worked within a 12 month period	Additional leave entitlement (accrual portion)
3	1 day
5	2 days
7	3 days
9	4 days

Number of Sundays and/or public holidays rostered and worked within a 12 month period	Additional leave entitlement (accrual portion)
11	5 days

- 56.17 Where an Employee is no longer rostered to work regularly on Sundays and/or public holidays they shall cease to accrue the additional leave provided by this clause.
- 56.18 The additional leave provided by this clause may be carried from one (1) twelve month period of continuous service to another twelve month period.
- 56.19 The twelve month period of continuous service shall not include any period of leave without pay exceeding 14 continuous calendar days.
- 56.20 A Part-time Employee is entitled to pro rata additional leave, to be calculated according to the hours the Employee worked on the Sundays and/or public holidays required for each accrual portion. Where these hours varied, the entitlement shall be determined according to an average of the hours worked on the Sundays and/or public holidays required for each accrual portion.
- 56.21 General conditions for shift-work include the following:
- (a) Meal breaks for a period of at least 30 minutes but no longer than one (1) hour.
 - (b) An Employee will not be retained on one shift unless they elect to do so in writing.
 - (c) An Employee may be rostered to work on any day of the week provided that no Employee is rostered on for more than six (6) consecutive days.
 - (d) Where the lengths of shifts are varied, allowances should be varied accordingly on a pro rata basis.
 - (e) If shift lengths are extended beyond 7.5 hours, overtime becomes payable for time worked in excess of the rostered shift.
 - (f) The roster will commence at the beginning of a pay period and continue for fourteen consecutive days. Rosters shall be available to an Employee at least five (5) clear working days prior to the commencement of the roster.
 - (g) A roster may only be altered on account of contingency, and the Employee concerned shall be notified of the changed shift 24 hours before the shift commences. If no such notice is given the Employee shall be paid overtime in accordance with clause 23 - Overtime Allowance of this Agreement.
 - (h) This provision shall not apply to an Employee who was absent from duty on their last rostered shift.
 - (i) An Employee must be given a minimum break of ten hours between the finish of ordinary hours of work on one day and the commencement of ordinary hours of work on the next day. In the case of a changeover of rosters the minimum break must be eight hours.
 - (j) An Employee shall be allowed to exchange shifts or days off with other Employees provided approval has been obtained from Main Roads and further that any excess hours worked shall not involve the payment of overtime.

57. MEALS AND ACCOMMODATION

57.1 Main Roads has the ability to determine the appropriate method for payment and/or responsibility for meals and accommodation arrangements.

57.2 Working Away from Base Location

(a) A reference to a period of days in this clause means a period of calendar days.

No overnight stay

(b) An Employee who is required to travel outside a radius of 50 kilometres from their Base Location without an overnight stay may claim reimbursement for meals which occur during the time they are outside the 50 kilometre radius, subject to the Employee's certification that each meal claimed was actually purchased, as follows: (for rates see Attachment B, Column A, Items 12 or 13),

Time when Employee is outside the 50km radius	Allowance Paid
Employee outside 50km before 8.00am or usual start time, whichever is the earlier	Breakfast
Work extends between 12.00pm – 2.00pm	Lunch
Employee not within 50km by 6.30pm	Dinner

Overnight stay

(c) Main Roads will cover the costs of providing meals and accommodation when Main Roads requires an Employee to stay away from their Base Location overnight due to work requirements.

(d) All accommodation arranged by Main Roads shall be of an appropriate standard.

57.3 Where an overnight stay is involved meals and accommodation shall be provided from the following options:

(a) Main Roads provides meals and accommodation

Main Roads pays for meals and accommodation in hotel, motel, or in other accommodation with meals provided (not camp). An incidental allowance is paid to an Employee at the rates provided in Attachment B - Meal and Accommodation Allowance, Column A, Item 1, 2 or 3.

(b) Main Roads provides accommodation and the Employee provides meals

Main Roads pays for accommodation in hotel, motel or camp or other. Meal allowance as follows:

(i) Hotel, Motel or Other (not Camp)

Where the stay is 14 days or less, or the accommodation does not have a fully equipped kitchen, the Employee is paid a meal and incidental expenses allowances as per Attachment B – Meal and Accommodation Allowance, Column A, Items 1,2 or 3 and Items 12,13 or 14.

Where the stay is in excess of 14 days, and the accommodation is provided at no cost to the Employee (including utilities costs) and the accommodation includes a fully equipped kitchen then the Employee will be paid the Permanent Camp without Cook rate as outlined below.

(ii) Camping

The rates below will be applicable. Permanent Camp means Main Roads Camp or Contractors Camp, with Camp otherwise meaning rough camp.

South of 26° South Latitude

ITEM			RATE PER DAY
(1)	Permanent Camp	Cook provided	40.60
(2)	Permanent Camp	No Cook provided	54.10
(3)	Other Camping	Cook provided	67.65
(4)	Other Camping	No cook provided	81.15

North of 26° South Latitude

ITEM			RATE PER DAY
(1)	Permanent Camp	Cook provided	58.55
(2)	Permanent Camp	No Cook provided	72.10
(3)	Other Camping	Cook provided	85.60
(4)	Other Camping	No cook provided	99.15

(c) *Employee provides meals and accommodation*

When an Employee is authorised to pay for all meals and accommodation in a hotel, motel or other accommodation the Employee will be paid a meals and accommodation allowance at the rates provided in Attachment B, Meal and Accommodation Allowance Column A Items 4 to 8 where hotel or motel accommodation is utilised, or Items 9, 10 or 11 if other than a hotel or motel is utilised.

57.4 **Payment for Part Days**

- (a) Where an Employee is entitled to a meal and/or accommodation allowance in accordance with subclause 57.3(c) and is in a location for part of a day a portion of the relevant allowance is paid as follows:

Time	Percentage of Daily Rate on day of Departure	Percentage of Daily Rate on day of Return
8:00 am or before	100%	0%
After 8:00 am to 1.00 pm	90%	10%
After 1:00 pm to 6:00 pm	75%	25%
After 6:00 pm	50%	50%
11pm or later	0%	100%

- (b) If travelling between two locations (including between an Employee's home and a location) the time spent travelling is counted as time in the destination, except when returning to Base Location the time spent travelling is at the last overnight location.

57.5 Payment During Weekends or Work Cycle Breaks

The allowances described in subclause 57.3 continue during weekends or work cycle breaks where the Employee remains in the work location because Main Roads and the Employee considers it is not practical to return to the Base Location. The allowances cease when Main Roads and the Employee considers it is practical to return to the Base Location as per clause 58 –Travel.

57.6 Payment During Leave

During paid or unpaid sick leave the allowances described in this clause continue if the Employee remains in the work location but ceases if the Employee returns to their Base Location. The allowances are not paid during annual or long service leave.

57.7 Temporary Change to Base Location

- (a) Where the Employee is to work in a location other than the Employee's Base Location for a period of greater than six (6) months, an Employee is not entitled to meal and accommodation allowances for any period of the temporary placement in the other location.
- (b) Payment for travel on weekends shall be as per subclause 57.5.
- (c) Payment during leave shall be as per subclause 57.6.

57.8 The provisions of this clause will be amended to allow for adjustment in accordance with movements to rates in clause 41 – Camping Allowance, clause 49 – Relieving Allowance and clause 53 – Travelling Allowance of the Government Officers Salaries, Allowances and Conditions Award 1989.

58. TRAVEL

58.1 All work related travel shall be paid and/or accrued at ordinary rates unless otherwise provided for in this clause.

58.2 Travel On Engagement And Termination Of Employment

- (a) Transport costs are not paid on engagement unless it is agreed by Main Roads in writing prior to starting work.
- (b) Transport costs on termination of employment shall only be paid by Main Roads where an Employee and their family, if applicable, has been transferred to a Base Location other than the Base Location the Employee commenced employment with Main Roads. Costs shall not exceed transport costs to Perth.
- (c) All travel on engagement or termination of employment is in an Employee's own time and is unpaid.

58.3 Daily Travel To Worksite

- (a) All travel between an Employee's home and their usual office, depot or pick up point is in an Employee's own time and at the Employee's expense.

- (b) Where an Employee is required to report direct to the work site (including driving or travelling in a Main Roads vehicle) instead of the usual office, depot or pick up point:
 - (i) normal work hours commence when an Employee reaches the worksite;
 - (ii) average travel time to and from the worksite will be paid at ordinary rates;
 - (iii) only travel time in excess of the usual time spent by an Employee travelling to and from their residence to the usual office or depot is payable;
 - (iv) provided that for all Employees, with the exception of Contract Surveillance Employees who are supplied with a vehicle, there is no entitlement where the total travel time is less than 30 minutes for either the approach or return trips.
- (c) where the Employee is not provided with a Main Roads vehicle, the rates provided for in Attachment D – Motor Vehicle Allowance Part 2 of this Agreement apply for the additional distance travelled beyond that normally travelled from their residence to the usual office or depot and the return distance from the usual office or depot to residence.

58.4 Travel When Working in a Different Location

- (a) Where the nature and location of the work requires the Employee to live away from their Base Location, travel time and cost of transport for rest and recreation during weekends or work cycle breaks will be paid as follows:
 - (b) Where it is Practical to Return on Weekends or Work Cycle Breaks
 - (i) Where Main Roads and the Employee considers it is practical for an Employee to return to their Base Location each weekend or work cycle break Main Roads will pay travel time at ordinary rates and transport costs.
 - (ii) If the average travel time between Base Location and work location exceeds four hours, entitlements to travel time and cost of transport will be negotiated on a case by case basis.
 - (c) Where it is not Practical to Return on Weekends or Work Cycle Breaks
 - (i) Where Main Roads and the Employee considers it is not practical to return to the Base Location each weekend or work cycle break, arrangements for time for travel back to the Base Location and payment for travel time will be negotiated between Main Roads and the Employee at the beginning of each such job.
 - (ii) Main Roads will pay the cost of transport back to the Base Location at the agreed times.
 - (iii) An Employee may request travel to a location other than their Base Location. This may be approved by Main Roads provided costs to Main Roads do not exceed the cost of travel to the Base Location.
 - (iv) Employees shall receive an additional day's leave, to be provided as time in lieu, for every completed four (4) working weeks they are away from their Base Location. Main Roads will pay travel time at ordinary rates and transport costs back to the Base Location at the agreed times.

- (d) Where an Employee is working in a position with a Base Location different from their substantive position, Main Roads will pay for travel time at commencement and cessation of the period at ordinary rates and transport costs.

58.5 Travel for Training and Development and Interviews

Where Main Roads directs Employees to attend training and development or job interviews, Main Roads will pay for travel time at ordinary rates and transport costs.

58.6 Payment of Transport Costs

- (a) Main Roads will, where practicable, provide a Main Roads vehicle to Employees travelling for work related purposes.
- (b) Where a Main Roads vehicle is not available and the Employee is required to use their own vehicle, Main Roads shall authorise an Employee to use their own vehicle, and shall reimburse transport costs at the rates provided for in Attachment D – Motor Vehicle Allowance, Part 2 of this Agreement.
- (c) Where a Main Roads vehicle is available but the Employee requests to use their own motor vehicle, transport costs will be paid at half the motor vehicle allowance provided in Attachment D – Motor Vehicle Allowance, Part 2 of this Agreement.
- (d) Notwithstanding the provisions in subclause 58.6(a), (b) and (c), Main Roads may agree to some other arrangement with the Employee.
- (e) For all other travel covered by:
 - (i) Travel When Working In Different Location,
 - (ii) Travel When Acting or Relieving in a Different Location, and
 - (iii) Relocation

the Employee will be entitled to claim half the rate provided in Attachment D – Motor Vehicle Allowance, Part 2 of this Agreement.

58.7 For the purposes of subclause 58.6, “work related” travel means approved travel on Main Roads official business.

58.8 Waiting Time at Airports

- (a) Where an Employee is required to wait for flights to or from a destination prior to, or after completing business on behalf of Main Roads, the Employee:
 - (i) May be assigned other reasonable duties by Main Roads until required to leave for the airport for the next flight. The Employee shall be entitled to payment at the appropriate rate of salary including overtime rates where necessary.
 - (ii) Where other duties are not assigned an Employee may elect to utilise, for their own purposes:
 - (aa) Time off in lieu; and/or
 - (bb) Flex Credit Hours

(iii) An Employee may be credited hours at the normal rate for:

(aa) The period stipulated by the airline carrier as the required check-in time prior to departure

(bb) If there is no overnight stay, the period of time spent between completion of duties and the next available flight

(b) Compensation for waiting time will be by agreement between Main Roads and the Employee. The Employee may with the agreement of Main Roads utilise one of or a combination of the options provided in subclause 58.8(a)(ii) and (iii).

58.9 The provisions of this clause will be amended to allow for adjustment in accordance with movements in rates in clause 46 – Motor Vehicle Allowance of the Government Officers Salaries, Allowances and Conditions Award 1989.

59. RELOCATION

59.1 Subject to subclause 59.6, relocation allowances will be paid to compensate an Employee who is transferred and relocated from one town to another provided that:

(a) Employees are transferred to meet Main Roads requirements;

(b) Employees are recruited to a new position;

(c) Employees have requested a transfer from the Base Location they commenced their employment in and they have been employed with Main Roads for a period greater than three (3) years within that Base Location; or

(d) for other circumstances at the discretion of Main Roads.

Relocation allowances include:

- Disturbance Allowance
- Property Allowance
- Removal Allowance
- Transfer Allowance

59.2 Disturbance Allowance

The disturbance allowance covers all costs associated with:

(a) the installation of a telephone at the new residence providing a telephone was installed at the previous residence;

(b) connection or re-connection of water, gas and electricity services at the Employee's new residence; and

(c) redirection of mail to the Employee's new residence.

Main Roads reimburses actual expenses when an Employee produces receipts or other documentation as required.

59.3 Property Allowance

- (a) Property allowance will be paid for Expenses incurred in the sale of the Employee's home in the previous Locality and in the purchase of a Residence in the new Locality provided that at the date of the advice of the transfer the Employee:
- owned and occupied the Residence;
 - was purchasing a Residence under a contract of sale providing for vacant possession; or
 - was building a house for their own occupation when completed.

The Employee is expected to both sell and buy a new place of residence. The Commissioner of Main Roads has discretion to approve payments under this clause where there has not been a sale of Property in the previous location in cases where it has not been practical to purchase a Residence.

- (b) Where the Employee sells or purchases a Residence jointly, or in common with a person other than a Partner or Dependant, they are only entitled to the proportion of Expenses for which they are responsible.
- (c) Applications for property allowance must be supported with appropriate evidence of Expenses incurred. The Expenses which will be covered by Main Roads include:
- (i) selling a Property
- 50% of a licensed Real Estate Agent's commission (as defined by the appropriate professional organisation) or the costs of advertising if sold privately;
 - if a solicitor was engaged to act in connection with the sale of the residence, the amount of the professional costs and disbursements necessarily incurred and paid to the solicitor in respect to the sale,
 - settlement fees paid to a solicitor or Settlement Agent;
 - fees and Expenses for discharging a first mortgage; and
 - fees paid to the Registrar of Titles.
- (ii) buying a Property
- settlement fees paid to a solicitor or Settlement Agent or reasonable costs if the Employee acts on their own behalf;
 - valuation fees for taking out a mortgage;
 - stamp duty; and
 - fees paid to the Registrar of Titles.
- (d) Further explanation of the terms used in this clause is contained in clause 10 – Interpretation and Definitions, where they specifically relate to the property allowance provisions.

59.4 **Removal Allowance**

- (a) Removal allowance for property and possessions shall include :
- (i) the actual cost (including insurance) of moving household furniture and effects up to a maximum of 45 cubic metres. Main Roads may approve larger volumes in special cases.
 - (ii) accelerated depreciation for each occasion the Employee is required to transport furniture and household effects. The allowance paid will be \$580.00 if furniture is valued at \$3477.00 or more.
 - (iii) the costs associated with the sale or storage of furniture if it is not required in the new location. Costs of storage include insurance premiums and will be paid for a maximum of four (4) years. Main Roads may approve payment for a longer period in special cases.
 - (iv) transport of two (2) motor vehicles to the new location. The Employee may choose to transport a trailer, boat or caravan in lieu of the second vehicle. If the Employee tows the trailer, boat or caravan to the new residence, the additional rate per kilometre is to be 3.5 cents per kilometre for a boat or caravan, and 2 cents per kilometre for a trailer.
 - (v) reimbursement of reasonable expenses in kennelling and transporting of domestic pet or pets up to a maximum amount of \$197.
- (b) For the purpose of the above clause pets are defined as dogs, cats, birds or other domestic animals kept by an Employee or the Employee's Dependants for the purpose of household enjoyment. Pets do not include domesticated livestock, native animals or equine animals.
- (c) Employees can claim the following for the relocation of themselves, their Partner and Dependant family to a new Base Location:
- (i) A meals and accommodation allowance as per subclause 57.2, for the Employee only, or receive reimbursement by providing receipts for actual costs of meals and accommodation for themselves, their spouse and Dependant family members, and
 - (ii) costs of transport. If the Employee travels by motor vehicle, payment will be made in accordance with subclause 58.6 - Payment of Transport Costs.
- (d) The Employee will also be allowed reasonable travel time during work hours. Reasonable time will be as determined by Main Roads for the particular relocation.
- (e) Employees will be provided with reasonable time during work hours to pack and unpack their belongings when relocating between regions.

59.5 **Transfer Allowance**

Employees who have been transferred to a new Base Location may claim for a meals and accommodation allowance as per subclause 57.2, for the Employee only, or receive reimbursement by providing receipts for actual costs of meals and accommodation for the Employee, their Partner and Dependant family members for up to fourteen days while the Employee's furniture is in transit, or if the new residence is unable to be occupied. The

fourteen days may be extended at the discretion of Main Roads in exceptional circumstances.

59.6 **Special Conditions for Development Employees**

A Development Employee participating in a regional placement is entitled to:

- accommodation free of charge, up to a maximum of twelve months;
- two (2) weeks' meals and accommodation allowance at the rates provided in Attachment B, Column A, Items 5 or 6; and
- all allowances and conditions applicable to the region in which the Employee is placed.

A Development Employee is also entitled to Removal Allowance for the moves to and from the regional placement, and Disturbance Allowance on return to their Base Location.

59.7 The provisions of this clause will be amended to allow for adjustment in accordance with movements in rates in clause 43 – Disturbance Allowance, clause 47 – Property Allowance, clause 50 – Removal Allowance and clause 52 – Transfer Allowance of the Government Officers Salaries, Allowances and Conditions Award 1989.

60. **SPECIAL CONDITIONS FOR REMOTE LOCATIONS (REGIONAL INITIATIVES)**

60.1 **Payment of Allowances**

- (a) Employees based in remote locations shall be paid various allowances to alleviate the extra costs of living and working in a remote location for Employees and their families.
- (b) Where the Employee's Partner/Dependant is receiving allowances for these purposes from their Employer the amount paid to the Employee will be reduced by the amount paid to the Employee's Partner/Dependant.
- (c) An Employee who is employed on a part-time basis is not entitled to the commuted overtime allowance specified in subclause 60.3. A Part-time Employee shall be entitled to all other allowances in this clause on a pro rata basis.
- (d) The allowances are paid during periods of paid annual leave and, except for subclause 60.3, for periods of paid long service leave or other approved paid leave where the Employee or Partner/Dependant remain in the Region during the period of paid leave.
- (e) All allowances shall cease on the last working day within a remote location.

60.2 **Power Subsidies**

The Main Roads policy entitled Regional Employees' Air Conditioning and Hot Water System Subsidies contains the details of these subsidies.

60.3 **Commuted Overtime Allowance**

- (a) Employees located in the regions shall be paid a commuted overtime allowance for additional weekly hours of work , as follows:

Regions as detailed in Attachment H	Additional Hours worked per week	Annual % pay rate in lieu
Kimberley, Pilbara, Gascoyne (outside the area bounded by Minilya, Gascoyne Junction and Yaringa)	5 hours per week	18.0 %
Gascoyne, Goldfields- Esperance	3 hours 45 minutes per week	13.5%
Mid West, Wheatbelt, South West, Great Southern	2.5 hours per week	9.0%

- (b) The commuted overtime allowance shall not be paid where Employees take long service leave, unpaid leave or greater than ten (10) continuous working days of personal leave.
- (c) All other overtime worked in excess of 60.3 (a) shall be paid in accordance with clause 23 – Overtime Allowance provisions of this Agreement.
- (d) The parties agree that this clause is to be reviewed over the life of the Agreement.

60.4 Payment when Working in a Different Location on a Temporary Basis

	Employee Normally Based in a Remote Location		Employee Normally NOT Based in a Remote Location	
	Hotel/Motel Accommodation	Other Arrangements	Hotel/Motel Accommodation	Other Arrangements
District Allowance	Refer to clause 55	Refer to clause 55	Refer to clause 55	Refer to clause 55
Power and Water Subsidy	Paid subsidy (or reimbursement) as per Base Location – subject to subsidy period.	Paid subsidy (or reimbursement) as per Base Location – subject to subsidy period.	Not paid	Paid only if Employee is paying separate utilities accounts – subject to subsidy period.
Commuted Overtime	Paid if period is in excess of one (1) month as per Base Location up to a maximum of six (6) months, then reverts to new location, if any.	Paid if period is in excess of one (1) month as per Base Location up to a maximum of six (6) months, then reverts to new location, if any.	Paid as per new location if period is in excess of one (1) month.	Paid as per new location if period is in excess of one (1) month.

	Employee Normally Based in a Remote Location		Employee Normally NOT Based in a Remote Location	
	Hotel/Motel Accommodation	Other Arrangements	Hotel/Motel Accommodation	Other Arrangements
Commuted Overtime (periods of less than one month)	If period is less than one (1) month, paid specific overtime is claimed. Employee to be paid at higher rate, if rate is higher in new location.	If period is less than one (1) month, specific overtime is claimed. Employee to be paid at higher rate, if rate is higher in new location.	If period is less than one (1) month, specific overtime is claimed.	If period is less than one (1) month, specific overtime is claimed.

Annual Leave Travel Concessions

60.5 Travel Time and North/West Leave

- (a) An Employee based in a remote location located north of the 26 degrees south latitude shall receive either travel days as contained in Attachment F of this Agreement and annual north west leave in accordance with subclause 60.6, or, an annual percentage pay out in lieu of a combination of travel days and north west leave as follows:

Main Roads Region	Annual % pay out in lieu
Kimberley	3.8 %
Pilbara	3.5 %
Mid West – Gascoyne Located north of the 26 degrees south latitude)	3.5 %

- (b) An Employee who chooses to receive the annual percentage pay out in lieu in (a) must apply for the entitlement:
- (i) on arrival in the location; or,
 - (ii) on the 12 month anniversary of their arrival in the location for the entitlement to apply in that upcoming year.
- (c) Employees other than those designated in subclause 60.5(a) whose headquarters are situated two hundred and forty kilometres or more from Perth General Post Office and who travel to Perth for their annual leave may be granted reasonable travelling time to enable them to complete the return journey.

60.6 Travel Concessions during Leave

- (a) Employees in Mid West - Gascoyne (located north of the 26 degrees south latitude), Goldfields-Esperance, Pilbara and Kimberley Regions proceeding on annual leave shall be entitled to concessions contained in Attachment F – Travel Concessions for

Annual Leave of this Agreement, provided that the Employee has at least 12 months service in that location.

- (b) Where an Employee is entitled to a travel concession under subclause 60.6(a), a travel concession covering the cost of airfares or motor vehicle allowance up to the value of a return fully flexible and refundable airfare to Perth only, will be provided for each Employee and each of their dependents when proceeding on annual leave to a location other than Perth or Geraldton.
- (c) The concession will lapse if not taken within 12 months of becoming due.
- (d) A travel concession for the Employee's Partner will not be paid if provided for by the Partner's employer.
- (e) Only one annual leave travel concession per Employee and Dependant per annum is available.
- (f) An Employee may take an annual leave travel concession in advance subject to the Employee completing the 12 months service in the region. If the Employee does not complete 12 months service in the region they will be required to refund the full cost of any travel concession provided.
- (g) Where agreement is not reached the provisions of clause 67 - Dispute Settlement Procedure, of this Agreement will apply.
- (h) For the purposes of determining eligibility for Annual Leave Travel Concession in accordance with Attachment F, a Dependant shall mean:
 - (i) a Partner, and/or
 - (ii) any Child who relies on the Employee for their main financial support, who does not have an equivalent entitlement of any kind.
- (i) For the purposes of the definitions at subclause 60.6(h), a Child will be considered to rely on the Employee for their main financial support where that Child is the recipient of income of less than half the annualised WA minimum adult wage as at 30 June of the immediate past financial year, excluding income from a disability support pension.

60.7 Travelling Time During Bereavement Leave For Regional Employees

- (a) This subclause applies to an Employee who is based outside the Metropolitan Region and becomes entitled to bereavement leave.
- (b) Subject to prior approval from Main Roads, an Employee entitled to bereavement leave and who, as a result of such bereavement travels more than 240 km from the workplace will be granted paid time off for the travel period undertaken in the Employee's ordinary working hours up to a maximum of 15 hours per bereavement.
- (c) Main Roads will not unreasonably withhold approval.

- (d) Main Roads may approve additional paid travel time where the Employee can demonstrate to the satisfaction of Main Roads that more than two (2) days travel time is warranted.
- (e) The provisions of clauses 60.7(a) - (d) apply as follows.
 - (i) A Fixed Term Employee employed on a contract for a period greater than 12 months, shall be credited with the same entitlement as a Permanent Employee for each full year of service and pro rata for any residual portion of employment.
 - (ii) A Fixed Term Employee employed on a contract for a period less than 12 months shall be credited with the same entitlement on a pro rata basis for the period of employment.
 - (iii) A part time Employee shall be entitled to the same entitlement as a full time Employee for the period of employment, but on a pro rata basis according to the number of ordinary hours worked each fortnight.
 - (iv) For casual Employees, the provisions apply to the extent of their agreed working arrangements.

61. OTHER ALLOWANCES

61.1 Diving allowance

An Employee who undertakes diving as a duty shall be paid an allowance of \$7.14 per hour or part thereof. Such an allowance shall be paid only to an Employee engaged on diving when self-contained underwater breathing apparatus or deep sea diving equipment is used.

61.2 Flying allowance

An Employee required to fly in an aircraft other than those used in a public air service, shall be paid an allowance for:

- (a) observation and photographic duties in a fixed wing aircraft \$13.19 per hour or part thereof;
- (b) observation and photographic duties involving operations in a fixed wing aircraft at heights of less than 304 metres or in un-pressurised aircraft of more than 3048 metres at \$18.07 per hour or part thereof;
- (c) observation and photographic duties in a helicopter at \$24.99 per hour or part thereof.

61.3 The provisions of this clause will be amended to allow for adjustment in accordance with movements to rates in clause 44 – Diving Allowance and clause 45 – Flying Allowance of the Government Officers Salaries, Allowances and Conditions Award 1989.

62. FIRST AID ALLOWANCE

62.1 For the purposes of this clause the following expressions shall have the following meanings:

- (a) **'Appointed'** means Main Roads has formally assigned an Employee, who is suitably qualified in first aid, to the position of first aid officer; and the Employee has

agreed to take on the responsibilities of providing first aid in the workplace, as determined by Main Roads;

- (b) **'Deputy first aid officer'** means an Employee who has been appointed by Main Roads to take on first aid responsibilities in a workplace when the first aid officer is unable to do so;
- (c) **'Suitably qualified in first aid'** means holding a current statement of attainment that satisfies the national training requirement HLTAID003 – Apply First Aid. This includes, but is not limited to, the successful completion of the two day Senior First Aid - St John Ambulance Association; or the Senior First Aid (Workplace Level 2) – Australian Red Cross Society training courses.
- (d) **'Workplace'** means the direct area in which the Employee has been employed to work in the ordinary course of their employment.

62.2 An Employee who has been appointed by Main Roads to be the first aid officer in a workplace shall be paid a first aid allowance in accordance with the following table:

Effective date	1 February 2020	1 February 2021
Rate (per fortnight)	\$23.81	\$24.19

The hourly rate is calculated based as 1 per cent of the gross hourly salary of a level 1.4 of the applicable year as per *Attachment A – General Division of this Agreement*.

- 62.3 An eligible Part-time Employee is entitled to this allowance on a pro rata basis.
- 62.4 The first aid allowance shall be paid to either the appointed first aid officer or the deputy first aid officer in a workplace. The deputy first aid officer shall not be paid the first aid allowance for any period in which the allowance is paid to the appointed first aid officer.
- 62.5 A deputy first aid officer is to be paid the first aid allowance where Main Roads has agreed to them taking on the first aid responsibilities in a workplace due to the inability of the appointed first aid officer to do so. For example, where the appointed first aid officer is on annual or long service leave, or extended personal leave.

PART F WORKING RELATIONS

63. JOINT CONSULTATIVE COMMITTEE**Consultation on Proposals for Change**

63.2 For the purposes of this clause the expressions below have the following meanings:

- (a) "change" means situations where Main Roads proposes to make a change or changes likely to affect existing practice/s, working conditions or employment prospects of Employees;
- (b) "consultation" means a process that involves the timely exchange of relevant information and the opportunity for discussions between the parties on matters relevant to a proposed change. These discussions are to provide the Association and Employees with a genuine opportunity to contribute to the decision making process.

63.3 The parties acknowledge that decisions will continue to be made by Main Roads who is responsible and accountable to Government for the effective and efficient operation of the Agency.

63.4 The parties agree that:

- (a) Consultation must occur prior to Main Roads' decision to make a change.
- (b) Main Roads shall, in writing, notify the Association and Employees who may be affected by a proposed change as soon as practicable. To enable genuine consultation to occur, the notification should include, at a minimum, the nature of the proposed change and the effects it is likely to have on Employees.
- (c) The consultation discussion shall commence as soon as possible after Main Roads notifies the Association and affected Employees of the proposed change.
- (d) The consultation process will be open and transparent, and the following principles will apply:
 - (i) Main Roads will ensure appropriate mechanisms and communication channels are in place to facilitate consultation;
 - (ii) Main Roads and the Association are to provide all reasonable and relevant information except confidential commercial, business or personal information, the release of which may seriously harm a party or individual;
 - (iii) information provided will be clear and with sufficient background information available so that issues are understood;
 - (iv) Main Roads will assess the impacts of change broadly;
 - (v) throughout the consultation process, Main Roads will provide adequate time, resources and support for information to be considered by affected Employees and the Association and for consultation to occur; and
 - (vi) once a change is implemented, Main Roads will evaluate and review the change and inform the Association of the review outcomes.

- 63.5 Where Main Roads is proposing change that may result in Surplus Employees, Main Roads must provide information on their overall workforce composition to the Association and the likely affected Employees as soon as possible. This includes, but is not limited to, data on the use of Fixed Term Employees, casual Employees, labour hire employees and contractors including the:
- (i) number of Employees or persons engaged in each category;
 - (ii) position or duties being undertaken by each Employee or person engaged;
 - (iii) reason for the arrangement or employment;
 - (iv) total duration of each arrangement or employment (including successive contracts); and
 - (v) expiry date of contracts (excluding for casual Employees).

Joint Consultative Committee

- 63.6 The parties recognise the need for effective communication to improve the business/operational performance and working environment in agencies.
- 63.7 The parties confirm their ongoing commitment to the JCC process.
- 63.8 Main Roads will have a JCC, for the purposes of consultation under this Agreement, comprising of Main Roads or their nominee, Main Roads nominated representatives and Union nominated representatives, unless it is otherwise agreed between Main Roads and the Union to effect consultation through some other means.
- 63.9 The JCC will convene within 28 days of a written request being received from either party.
- 63.10 The JCC will determine its own operating procedures.
- 63.11 JCCs will be a forum for consultation on issues such as:
- (a) development of workload management tools within Main Roads;
 - (b) industrial issues;
 - (c) fixed term contract employment, casual employment and labour hire usage;
 - (d) changes to work organisation and/or work practices occurring in the workplace;
 - (e) Main Roads implementation of recommendations from Government decisions, policies and initiatives; and
 - (f) Main Roads implementation of other aspects of this Agreement.
- 63.12 The consultation process shall comply with the parameters set out in clause 63.4.
- 63.13 Matters not resolved through the JCC can be referred to the provisions of clause 67 - Dispute Settlement Procedure of this Agreement.

64. KEEPING OF AND ACCESS TO EMPLOYMENT RECORDS

- 64.1 Main Roads shall keep or cause to be kept an Employee's record showing:
- (a) The name of each Employee;

- (b) The nature of the work performed;
- (c) The hours worked each day; and
- (d) The pay, allowances and overtime paid to each Employee.

Any system of automatic recording by means of machines shall be deemed to comply with the provision to the extent of the information recorded.

- 64.2 The Employee record shall on demand be produced for inspection by the duly authorised official of the Association during Main Roads' usual office hours and when necessary the duly authorised official of the Association may take a copy of the record.
- 64.3 The Association shall:
- (a) give prior notification to Main Roads on when it proposes to inspect the record;
 - (b) not conduct interviews during normal business hours in circumstances which will result in Main Roads business being unduly interrupted or otherwise hampered; and
 - (c) treat with confidentiality any information obtained from time and Employee records.
- 64.4 Main Roads office shall be deemed to be a convenient place for the purposes of inspecting records and if for any reason the time and salary record is not available when the duly authorised official of the Association calls to inspect it, the record will be made available for inspection at a mutually convenient time at Main Roads office.
- 64.5 Employees, subject to Main Roads convenience, shall be entitled to examine and take copies of all materials maintained on their personal file or other Main Roads information relating to them. They can do this either directly or through an authorised representative.

65. INFORMATION TECHNOLOGY RESOURCES

- 65.1 The parties recognise that the information technology resources have major implications for industrial and organisational development functions within the workplace.
- 65.2 Main Roads recognised the need to provide appropriate information to all Employees, so it is accessible in the workplace in either electronic or hard copy format.
- 65.3 Where Main Roads utilises information technology as a means of communicating to Employees, Main Roads must ensure that where Employees do not have access to technology, then alternative methods of providing this information will be used.
- 65.4 The information includes, but is not limited to policies and practice guidelines, human resource manuals, Awards and agreements, internal agency news bulletins and updates and job opportunities.

66. REGIONAL TRAINING AND DEVELOPMENT

- 66.1 The parties are committed to providing effective workforce management practices and opportunities to staff employed in regional areas.
- 66.2 For the purposes of this clause:

- (a) "Training" includes, but is not limited to the provision of approved, formal instruction by a Main Roads representative or an external provider to one or more Employees in order to assist them to undertake a particular role or function, or to enhance their personal skills, knowledge and/or abilities.
- (b) "Development" is the opportunity for an Employee to gain on-the-job experience and skills by working in a position other than the Employee's substantive position. Development opportunities include, but are not limited to:
 - (i) performance of duties at a higher classification level (Acting);
 - (ii) secondment to another agency at the Employee's substantive classification level or at a higher classification level; or
 - (iii) temporary deployment within Main Roads at the Employee's substantive classification level but where the duties differ from those of the Employee's substantive position.

66.3 Main Roads shall:

- (a) Ensure that regional Employees are, as far as reasonably practicable, provided with access to training and development opportunities having regard to Main Roads' operational requirements and opportunities provided to metropolitan based staff.
- (b) Ensure that regional Employees are offered job related training opportunities within their local area or by agreement, in another location. Main Roads will cover all costs associated with the training activity.
- (c) Where Main Roads initiated development opportunities are provided away from the Employee's home base, cover costs to the extent of the provisions of clause 57. – Meals and Accommodation of this Agreement.
- (d) Ensure that registered redeployees located in regional areas are provided career transitional support, including ongoing professional development opportunities.

66.4 Main Roads will conduct a review into the accessibility to personal development opportunities including training and acting opportunities within 12 months of the registration of this agreement. The findings of these reviews will be provided to Main Roads' JCC.

67. DISPUTE SETTLEMENT PROCEDURE

Employee/Employer Disputes

- 67.1 Any questions, difficulties or disputes arising in the course of the employment of Employees covered by this Agreement shall be dealt with in accordance with this clause.
- 67.2 The Employee may be accompanied by an Association representative during all stages of this procedure.
- 67.3 The Employee/s and the Line Manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days.
- 67.4 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant Line Manager's superior and an attempt made to find a

satisfactory solution, within a further three (3) working days.

- 67.5 If the dispute is still not resolved, it may be referred by the Employee/s or Association representative to Main Roads or their nominee.
- 67.6 Where the dispute cannot be resolved within five (5) working days of the Association representatives' referral of the dispute to Main Roads or their nominee, either party may refer the matter to the WAIRC.
- 67.7 The period for resolving a dispute may be extended by agreement between the parties.
- 67.8 Notwithstanding the operation of clauses 67.3 – 67.6, questions, difficulties or disputes involving multiple Employees may be raised by the Association directly with Main Roads or Main Roads' nominated representative.
- 67.9 If a dispute is raised by the Union via clause 67.8, the parties will make a genuine attempt to reach an agreed solution. If the dispute cannot be resolved, either party may refer the dispute to the WAIRC for conciliation or, where appropriate, arbitration.
- 67.10 Nothing in this clause constitutes a referral agreement within the meaning of section 12 of the Employment Dispute Resolution Act 2008.

68. GRIEVANCE SETTLEMENT PROCEDURE

68.1 When an Employee considers they have a grievance, the matter shall be acted on in accordance with the provisions of this clause.

68.2 The types of grievances that can be resolved under this subclause are as follows:

(a) EEO grievances

- racial harassment
- sexual harassment
- discrimination or harassment due to a person's sex, marital status, pregnancy, sexual orientation, gender history, race, disability or impairment, age, family responsibility or family status, spent conviction and political or religious conviction.

(b) Health and safety grievances

- safety issues in the workplace
- hazardous substances in the workplace
- protective clothing and equipment
- bullying

(c) General grievances

This covers a variety of grievances (including redeployment and redundancy) that can occur from time to time in the workplace, excluding the following:

- those referred to in subclauses (a) and (b);

- those referred to in clause 67 - Dispute Settlement Procedure and clause 69 - Discipline; and
- those that have a formal appeal process such as grievances relating to promotions or classifications.

68.3 Grievances will be handled in a manner which ensures that they are resolved promptly, confidentially and in accordance with legislative requirements.

68.4 Grievances will be considered seriously and sympathetically and in all cases the utmost care will be taken to handle them impartially by recognising the rights of all parties.

68.5 An Employee who considers they have grounds for a grievance may submit the grievance as follows:

- (i) EEO grievances - to their Line Manager authorised Grievance Officer or a Human Resources Consultant/Officer
- (ii) Health and safety grievance - to their Line Manager their Health and Safety Representative or a Human Resource Consultant
- (iii) General grievances - to their Line Manager in the first instance and, if not resolved, to be submitted in writing to their Branch Manager

68.6 The grievance should be reported as soon as practical after the grievance has arisen so as to enable the Line Manager or other authorised person to remedy the grievance rapidly and as near as possible to the point of origin.

68.7 The Employee shall be offered the opportunity of assistance or presence of the Association representative or other person of their choice as provided for in Main Roads procedures at any stage of the grievance resolution process.

68.8 An Employee is not to be subject to any retaliation because they raised a grievance.

68.9 The provisions of this clause do not apply in the case of matters covered by clause 67 - Dispute Settlement Procedure and clause 69 - Discipline.

69. DISCIPLINE

69.1 Main Roads will respond to allegations of misconduct or inappropriate behaviour in accordance with the Main Roads Discipline Policy and the provisions below.

69.2 Where an allegation of misconduct or inappropriate work behaviour is made against an Employee, Main Roads may:

- (a) decide to deal with the matter as a disciplinary matter in accordance with the provisions of this clause; or
- (b) decide it is appropriate not to treat the matter as disciplinary and,
 - (i) take improvement action in relation to the Employee, or
 - (ii) take no action.

- 69.3 For the purpose of this clause "improvement action" may include counselling, training and development, a warning, performance management process or any other action of a similar nature.
- 69.4 Through all investigations and actions, Main Roads shall ensure that the principles of procedural fairness, equity and natural justice are adhered to.
- 69.5 Employees suspected of misconduct or inappropriate work behaviour will be informed in writing of the allegations, immediately following the incident or as quickly as practicable.
- 69.6 Employees shall be offered the opportunity to respond, verbally and/or in writing, to any and / or all allegations of misconduct or inappropriate work behaviour, prior to the initiation of a discipline investigation.
- 69.7 Main Roads shall provide Employees with copies of all documentation relevant to their alleged misconduct or inappropriate work behaviour.
- 69.8 Main Roads may suspend an Employee with pay as a protective or organisational risk measure, when in consideration of all the circumstances, it is inappropriate for the Employee to remain in the workplace.
- 69.9 Employees shall be offered the opportunity to elect to have in attendance at any meetings with Main Roads, either their Association Official or a representative of their choice.
- 69.10 Main Roads, except where required not to by an external authority, shall provide written notification to Employees in advance of the commencement of any investigations into their alleged misconduct or inappropriate work behaviour.
- 69.11 Where it is determined that action is to be taken against an Employee, any of the following options are available to Main Roads, having regard to the level of seriousness of the alleged offence/behaviour:
- (a) counselling the Employee;
 - (b) training/retraining the Employee;
 - (c) issuing of a written formal warning;
 - (d) transfer the Employee to another directorate, region and/or Base Location;
 - (e) withhold a salary increment payable to the Employee;
 - (f) reduce the level of classification of the Employee (pay reduction);
 - (g) termination of the Employee's services; (based on the findings of a discipline investigation);
 - (h) summary dismissal; or
 - (i) other alternative arrangements as agreed with the Employee and the Association.

70. PERFORMANCE MANAGEMENT AND SUBSTANDARD PERFORMANCE

- 70.1 Performance management and substandard performance processes will be in accordance with Main Roads' Managing Employee Performance Policy and the Performance Improvement Process Guidelines.
- 70.2 Where an Employee's performance is determined to be substandard following the completion of a performance management process, Main Roads may:
- (a) train/retrain the Employee;
 - (b) transfer the Employee to another business area;
 - (c) withhold an increment of remuneration otherwise payable to that Employee;
 - (d) reduce the level of classification of that Employee;
 - (e) terminate the employment of that Employee; or
 - (f) another arrangement as deemed fair and reasonable by all parties.
- 70.3 In addition to the provisions of clause 34 – Absenteeism Management – Evidence Requirements of this Agreement, Main Roads may at any time commence the performance improvement process in subclause 70.1 and 70.2 should Main Roads be concerned about issues related to both absenteeism and other performance issues, or if Main Roads continues to be concerned about ongoing absenteeism at the conclusion of the process outlined in clause 34 – Absenteeism Management – Evidence Requirements.

71. OCCUPATIONAL SAFETY AND HEALTH REPRESENTATIVES RECORDS

- 71.1 Main Roads shall maintain an Occupational Safety and Health (OSH) Representative Register (Register).
- 71.2 The Register is to record the following information for each OSH representative in Main Roads:
- (a) name;
 - (b) work branch/division (as appropriate);
 - (c) work location;
 - (d) job title/occupation;
 - (e) date of election as an OSH representative; and
 - (f) training details on completion of relevant OSH training courses, including initial and refresher training dates.
- 71.3 Main Roads shall provide a copy of the Register to the Association every six (6) months.
- 71.4 The Register is to be submitted to Public Sector Labour Relations by 31 January each year, for the previous year.

72. COMMITMENTS UNDER THE PUBLIC SECTOR CSA AGREEMENT 2019

72.1 The parties recognise that, subject to the operating environment of Main Roads, the commitments contained in the following clause of the Public Sector CSA General Agreement 2019 may have application to this Agreement:

- clause 58 Review of common use agreements and contracts.

72.2 The parties recognise that, subject to the operating environment of Main Roads, the commitments contained in the following clauses of the Public Sector CSA General Agreement 2019 will have application to this Agreement:

- clause 16 Public sector delivery of public services;
- clause 59 Review into a Discounted Public Transport Scheme; and
- clause 60 Reserved Matters/Liberty to Apply.

PART G CLASSIFICATIONS

73. CLASSIFICATION OF POSITIONS**73.1 Professional development**

- (a) It is the responsibility of a Professional Engineer to keep themselves informed of developments in their profession and to develop their professional knowledge and ability in accordance with engineering and technological change. It is the responsibility of Main Roads to provide opportunities for education/training to assist Professional Engineers in carrying out the particular requirements of their employment.
- (b) To implement 73.1(a), Engineers may be granted professional development leave to enable them to be informed of developments in their area of professional expertise subject to:
 - (i) the conference, seminar or short term study course being relevant to the Engineer's area of expertise or professional development requirements;
 - (ii) the conference, seminar or short term study course being relevant to Main Roads' needs; and
 - (iii) the Main Roads contribution towards associated costs being determined by Main Roads'.

73.2 Classification of positions

Positions are classified in accordance with the definitions and criteria below:

(a) Specified Callings (SC) 1**(i) Definition**

An Engineer practitioner who performs normal Professional Engineering work and exercises individual Professional Engineering judgement and initiative in the application of Engineering principles, techniques and methods under the professional supervision of higher level Engineers.

(ii) Features

- (a) This level is the professional formation phase of a Professional Engineer. This phase is characterised by development and experience under decreasing supervision and increasing professional judgement to the level required to be considered as an Experienced Engineer.
- (b) The SC1 Engineer is essentially a performer of engineering tasks but may be called upon to control small projects and to exercise general supervision of technical and other personnel, but not professional personnel. Checking aspects of the work of other Engineers, such as accuracy of calculations, may be required.
- (c) At this level progress is expected to cover a range of duties in which the Engineer has had no postgraduate experience in the application of knowledge to actual work problems, leading to normal Professional

Engineering work performed with a minimum of professional supervision. Initially, work is reviewed by higher level Engineers for validity, adequacy and conformity with general requirements but, with professional development and experience, work receives progressively less review, and the Engineer progressively exercises more individual judgement.

- (d) The work of the SC1 Engineer, is of a professional nature requiring initiative and judgement. Since experience is limited, the Engineer is normally expected to apply only established Engineering principles, techniques and methods in early postgraduate years. With professional development, it is expected that the Engineer will learn new techniques and methods and apply them to progressively more difficult problems. The Engineer may be required to apply advanced techniques learnt during undergraduate course or later; however, decisions to incorporate such new techniques into normal procedures would be taken at a higher level.

(b) Level 5 / SC 2

(i) Definition

An Engineer practitioner who performs normal Professional Engineering work under general direction, and/or performs Professional Engineering work that is novel, complex or critical under professional supervision.

(ii) Features

- (a) The Engineer, Level 5/SC2 performs without professional supervision the normal Professional Engineering work of an organisational unit, or specialised work within an engineering field and accepts technical responsibility for these tasks.
- (b) The Engineer, Level 5/SC2 performs novel, complex or critical Professional Engineering work under professional supervision of higher level Engineers and may be expected to contribute to advances in the techniques used in the organisational unit.
- (c) Engineers at this level may be required to guide Engineers, Level SC1 in the methods to be used, policies to be followed and standards to be observed with respect to the normal Professional Engineering work performed by the organisational unit. The Engineer may be required to carry out the professional supervision of Engineers or other professionals Level SC1. The Engineer may also exercise general supervision over non-professional personnel.

(c) Level 6 / SC3

(i) Definition

An Engineer practitioner who, under broad policy control and direction, performs novel, complex or critical Professional Engineering work and/or performs a limited range of duties of a Managing Engineer or Specialist Engineer with general guidance.

(ii) Features

- (a) This level is the professional autonomy phase of Professional Engineering. The work is usually more supervisory than managerial and more tactical than strategic, and involvement in policy formulation and advice to more senior levels is usually limited.
- (b) The Engineer Level 6/SC3 performs novel, complex or critical work without professional supervision, but with general Engineering guidance in some cases. As a team leader, the Engineer may exercise professional supervision over professional personnel, Level SC1 and general supervision over technical and other personnel.
- (c) The Engineer Level 6/SC3 may perform a project management role requiring the coordination of the work of a number of Engineers and/or other staff. The staff coordinated need not necessarily be in the same Engineering discipline as the Engineer Level 6/SC3. It may include shorter term projects such as the conduct of a feasibility study or the ad hoc use of small working parties to make investigations, prepare recommendations, design systems and the like.
- (d) Where an Engineer at this level works as a member of a team the Engineer should have the skills and experience necessary to comprehend all the Engineering tasks undertaken by the team.
- (e) At this level the knowledge and judgements to seek and utilise specialist technical advice when it is required is also necessary.
- (f) Any further development in the depth of the Engineer's technical expertise would be expected to be mainly in the area of advances in technology.
- (g) Engineers at this level may perform a range of the duties of a Managing Engineer or Specialist Engineer but with general guidance. In such circumstances, certain factors may exhibit higher degrees than would normally be expected at Engineer Level 6 for example: Resource intensity.
- (h) (Total personnel/annual budget) may rise significantly in areas such as construction and maintenance [(the Engineer would not be expected to work beyond a low degree of Resource Intensity (Professional Personnel))].
- (i) Technological intensity may occasionally rise to moderate where Specialist Engineer functions are being performed [(the Engineer would not be expected to work beyond a low degree of Resource Intensity (Professional Personnel) and a normal degree of Resource Intensity (Total personnel/Annual budget)].

(d) **Level 7 / SC4**

(i) Definition

Under broad policy control and direction:

- is a Senior Engineer practitioner;
- is a Manager Engineer; or
- is a Specialist Engineer.

(ii) Features

(aa) Consideration such as size, the complexity of work and the scope of managerial responsibility are significant in determining classifications at Engineer Level 7/SC4 and 8/SC5.

(bb) Features of this work level include:

- comprehensive knowledge of policies;
- significant professional decisions and advice not usually subject to technical review;
- absence of general guidance;
- work is assigned only in broad objectives to be accomplished and is reviewed for policy and general approach.

(e) Level 8 / SC5

(i) Definition

(aa) Under broad policy control and direction:

- is a Senior Engineer practitioner;
- is a Managing Engineer; or
- is a Specialist Engineer.

(bb) Where the degrees of one or more of the classification factors carry the level beyond Engineer Level 7/SC4.

(ii) Features

(aa) Considerations such as size, the complexity of work and the scope of managerial responsibility are significant in determining classifications at Engineer Level 7/SC4 or 8/SC5.

(bb) Features of the work include:

- comprehensive knowledge and formulation of policy;
- very significant professional decisions and advice which carry the level beyond Level 7/SC4;
- work is monitored against broad objectives.

(f) Level 9 / SC6

(i) Definition

(aa) Under broad policy direction:

- is a Senior Engineer practitioner;
 - is a Managing Engineer; or
 - is a Specialist Engineer.
- (bb) Where the degrees of more than one of the classification factors carry the level beyond Engineer Level 8/SC5.
- (ii) Features
- (aa) The size, complexity of work and scope of managerial responsibility must be significantly greater than that of an Engineer Level 8/SC5.
- (bb) Positions created at this level may be limited in duration to the period of a significant infrastructure project.
- (cc) Features of the work include:
- comprehensive knowledge and formulation of policy;
 - very significant professional decisions and advice which carry the level beyond Level 8/SC5;
 - work is undertaken in accordance with broad objectives.

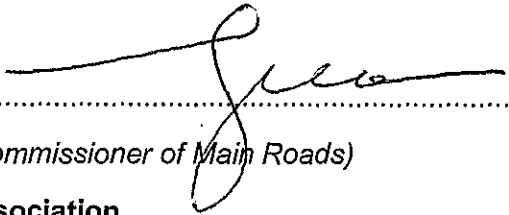
73.3 Job descriptions shall be used as the primary source of classifying positions provided that they accurately reflect the current duties and responsibilities of the positions. The position shall be evaluated and considered against these definitions.

SCHEDULES

SCHEDULE 1 – SIGNATURES OF THE PARTIES

FORMAL ACCEPTANCE OF THIS AGREEMENT AND SIGNATORIES

Employer



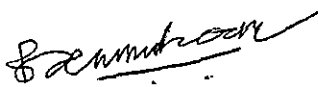
(signed)

11/5/20

(Date)

(Commissioner of Main Roads)

Association



PASAN
TENNAKODON

(signed)

28/09/2020

(Date)

(On behalf of The Association of Professional Engineers,
Australia (Western Australian Branch) Organisation of Employees



SCHEDULE 2 – SPECIFIED CALLING ENGINEERING POSITIONS

Asset Manager Bridges
Bridge Condition Manager
Contract Manager TCIC
Electrical Engineer
Engineer Bridge Loading
Engineer Structures Design
Engineering Graduate/ Engineer
Geomechanical and Structural Material Engineer
Geotechnical Engineer
Intelligent Traffic Systems (ITS) Electrical Standards Engineer
Intelligent Traffic Systems Solutions Architect
Lighting Electrical Standards Engineer
Manager Materials Engineering
Manager Road and Traffic Engineering
Network Operations Engineer
Pavements Engineer
Principal Design Engineer
Principal Design Engineer
Principal Design Engineer - Regional Support
Principal Electrical Assets Engineer
Principal Electrical Standards Engineer
Principal Planning Engineer
Project Engineer
Road Design Engineer
Road Engineer
Road Safety Engineer/ Traffic Planning Engineer
Senior Bridge Design Engineer
Senior Electrical Asset Engineer
Senior Engineer Construction and Maintenance Practice

Senior Engineer Structures
Senior Engineer, Bridge Maintenance
Senior Road Engineer
Senior Traffic Engineer
Senior Waterways Engineer
Strategic Asset Management Engineer
Structural Design and Standards Engineer
Structures Asset and Conditions Engineer
Structures Delivery Standards Engineer
Traffic Engineer
Traffic Systems Engineer
Waterways Engineer

ATTACHMENT A - SALARY RATES

(i) General Division

37.5 HOUR WEEK

Main Roads Levels		Effective on and from 1 February 2020	2019 Salary Rates	Effective on and from 1 February 2020	Effective on and from 1 February 2021
LEVEL	YEAR	ABBREV		\$1,000 per	\$1,000 per
Junior	17 years		30,160	31,160	32,160
	18 years		34,849	35,849	36,849
	19 years		40,023	41,023	42,023
	20 years		44,699	45,699	46,699
Level 1			48,906		
			50,413		
	Year 1	1.1	51,913	52,913	53,913
			53,403		
	Year 2	1.2	54,904	55,904	56,904
			56,409		
	Year 3	1.3	58,138	59,138	60,138
			59,336		
	Year 4	1.4	61,099	62,099	63,099
Level 2	Year 1	2.1	63,218	64,218	65,218
	Year 2	2.2	64,840	65,840	66,840
	Year 3	2.3	66,543	67,543	68,543
	Year 4	2.4	68,345	69,345	70,345
	Year 5	2.5	70,230	71,230	72,230
Level 3	Year 1	3.1	72,820	73,820	74,820
	Year 2	3.2	74,838	75,838	76,838
	Year 3	3.3	76,918	77,918	78,918
	Year 4	3.4	79,057	80,057	81,057
Level 4	Year 1	4.1	81,988	82,988	83,988
	Year 2	4.2	84,283	85,283	86,283
	Year 3	4.3	86,645	87,645	88,645
Level 5	Year 1	5.1	91,198	92,198	93,198
	Year 2	5.2	94,272	95,272	96,272
	Year 3	5.3	97,467	98,467	99,467
	Year 4	5.4	100,784	101,784	102,784
Level 6	Year 1	6.1	106,115	107,115	108,115
	Year 2	6.2	109,735	110,735	111,735
	Year 3	6.3	113,494	114,494	115,494
	Year 4	6.4	117,495	118,495	119,495
Level 7	Year 1	7.1	123,640	124,640	125,640
	Year 2	7.2	127,887	128,887	129,887
	Year 3	7.3	132,513	133,513	134,513
Level 8	Year 1	8.1	140,026	141,026	142,026

Main Roads Levels		Effective on and from 1 February 2020	2019 Salary Rates	Effective on and from 1 February 2020	Effective on and from 1 February 2021
LEVEL	YEAR	ABBREV		\$1,000 per	\$1,000 per
	Year 2	8.2	145,406	146,406	147,406
	Year 3	8.3	152,083	153,083	154,083
Level 9	Year 1	9.1	160,419	161,419	162,419
	Year 2	9.2	166,048	167,048	168,048
	Year 3	9.3	172,475	173,475	174,475
Class 1	-	C1	182,187	183,187	184,187
Class 2	-	C2	191,905	192,905	193,905
Class 3	-	C3	201,615	202,615	203,615

(i) General Division cont.

40 hour week

Main Roads Levels					
		Effective on and from 1 February 2020	2019 Salary Rates	Effective on and from 1 February 2020	Effective on and from 1 February 2021
LEVEL	YEAR	ABBREV		\$1,000 per	\$1,000 per
Junior	17 years		32,039	33,039	34,039
	18 years		37,041	38,041	39,041
	19 years		42,560	43,560	44,560
	20 years		47,548	48,548	49,548
Level 1			52,035		
			53,642		
	Year 1	1.1	55,242	56,242	57,242
			56,832		
	Year 2	1.2	58,433	59,433	60,433
			60,039		
	Year 3	1.3	61,883	62,883	63,883
			63,161		
	Year 4	1.4	65,044	66,044	67,044
Level 2	Year 1	2.1	67,301	68,301	69,301
	Year 2	2.2	69,030	70,030	71,030
	Year 3	2.3	70,849	71,849	72,849
	Year 4	2.4	72,771	73,771	74,771
	Year 5	2.5	74,781	75,781	76,781
Level 3	Year 1	3.1	77,544	78,544	79,544
	Year 2	3.2	79,696	80,696	81,696
	Year 3	3.3	81,914	82,914	83,914
	Year 4	3.4	84,199	85,199	86,199
Level 4	Year 1	4.1	87,323	88,323	89,323
	Year 2	4.2	89,771	90,771	91,771
	Year 3	4.3	92,292	93,292	94,292
Level 5	Year 1	5.1	97,148	98,148	99,148
	Year 2	5.2	100,427	101,427	102,427
	Year 3	5.3	103,836	104,836	105,836
	Year 4	5.4	107,374	108,374	109,374
Level 6	Year 1	6.1	113,061	114,061	115,061
	Year 2	6.2	116,921	117,921	118,921
	Year 3	6.3	120,930	121,930	122,930
	Year 4	6.4	125,200	126,200	127,200
Level 7	Year 1	7.1	131,753	132,753	133,753
	Year 2	7.2	136,283	137,283	138,283
	Year 3	7.3	141,219	142,219	143,219
Level 8	Year 1	8.1	149,233	150,233	151,233
	Year 2	8.2	154,971	155,971	156,971

Main Roads Levels		Effective on and from 1 February 2020	2019 Salary Rates	Effective on and from 1 February 2020	Effective on and from 1 February 2021
LEVEL	YEAR	ABBREV		\$1,000 per	\$1,000 per
	Year 3	8.3	162,092	163,092	164,092
Level 9	Year 1	9.1	170,985	171,985	172,985
	Year 2	9.2	176,991	177,991	178,991
	Year 3	9.3	183,847	184,847	185,847
Class 1	-	C1	194,206	195,206	196,206
Class 2	-	C2	204,572	205,572	206,572
Class 3	-	C3	214,926	215,926	216,926

ii) Specified Callings

37.5 hour week

Specified calling level	2019 Salary Rates	Effective on and from 1 February 2020	Effective on and from 1 February 2021
		\$1,000 per annum	\$1,000 per annum
LEVEL 1			
1st year	68,793	69,793	70,793
2nd year	72,310	73,310	74,310
3rd year	76,212	77,212	78,212
4th year	81,091	82,091	83,091
5th year	88,652	89,652	90,652
6th year	93,575	94,575	95,575
LEVEL 2			
2.1	95,834	96,834	97,834
2.2	98,998	99,998	100,998
2.3	102,288	103,288	104,288
2.4	105,704	106,704	107,704
LEVEL 3			
3.1	111,193	112,193	113,193
3.2	114,926	115,926	116,926
3.3	118,789	119,789	120,789
3.4	122,913	123,913	124,913
LEVEL 4			
4.1	126,927	127,927	128,927
4.2	131,221	132,221	133,221
4.3	135,897	136,897	137,897
LEVEL 5			
5.1	143,492	144,492	145,492
5.2	148,936	149,936	150,936
5.3	155,683	156,683	157,683
LEVEL 6			
6.1	164,112	165,112	166,112
6.2	169,806	170,806	171,806
6.3	176,299	177,299	178,299
LEVEL 7	186,121	187,121	188,121
LEVEL 8	195,944	196,944	197,944
LEVEL 9	205,757	206,757	207,757

ii) Specified Callings cont.

40 Hour week

Specified calling level	2019 Salary Rates	Effective on and from 1 February 2020 \$1,000 per annum	Effective on and from 1 February 2021 \$1,000 per annum
LEVEL 1			
1 st year	73,246	74,246	75,246
2nd year	76,998	77,998	78,998
3rd year	81,160	82,160	83,160
4th year	86,363	87,363	88,363
5th year	94,428	95,428	96,428
6th year	99,682	100,682	101,682
LEVEL 2			
2.1	102,090	103,090	104,090
2.2	105,464	106,464	107,464
2.3	108,973	109,973	110,973
2.4	112,617	113,617	114,617
LEVEL 3			
3.1	118,472	119,472	120,472
3.2	122,454	123,454	124,454
3.3	126,574	127,574	128,574
3.4	130,975	131,975	132,975
LEVEL 4			
4.1	135,255	136,255	137,255
4.2	139,835	140,835	141,835
4.3	144,823	145,823	146,823
LEVEL 5			
5.1	152,924	153,924	154,924
5.2	158,733	159,733	160,733
5.3	165,930	166,930	167,930
LEVEL 6			
6.1	174,919	175,919	176,919
6.2	180,993	181,993	182,993
6.3	187,920	188,920	189,920
LEVEL 7	198,397	199,397	200,397
LEVEL 8	208,874	209,874	210,874
LEVEL 9	219,340	220,340	221,340

HISTORICAL TRANSLATION TO THE NEW SPECIFIED CALLING CLASSIFICATION STRUCTURE

The following table details the translation of specified calling Employees to the classification structure in accordance with the Memorandum of Understanding with the Association.

Previous Level	New Level
Level 2/4.1	Level 1.1
Level 2/4.2	Level 1.2
Level 2/4.3	Level 1.3
Level 2/4.4	Level 1.4
Level 2/4.5	Level 1.5
Level 2/4.6	Level 1.6
Level 5.1	Level 2.1
Level 5.2	Level 2.2
Level 5.3	Level 2.3
Level 5.4	Level 2.4
Level 6.1	Level 3.1
Level 6.2	Level 3.2
Level 6.3	Level 3.3
Level 6.4	Level 3.4
Level 7.1	Level 4.1
Level 7.2	Level 4.2
Level 7.3	Level 4.3
Level 8.1	Level 5.1
Level 8.2	Level 5.2
Level 8.3	Level 5.3
Level 9.1	Level 6.1
Level 9.2	Level 6.2
Level 9.3	Level 6.3
Class 1	Level 7
Class 2	Level 8
Class 3	Level 9

ATTACHMENT B - MEAL AND ACCOMMODATION ALLOWANCES

ITEM	PARTICULARS	<u>COLUMN A</u>	<u>COLUMN B</u>	<u>COLUMN C</u>
		<u>DAILY RATE</u>	<u>DAILY RATE OFFICERS WITH DEPENDENTS: RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (AWARD CLAUSE 49(1)(b) (ii)) TRANSFER ALLOWANCE FOR PERIOD IN EXCESS OF PRESCRIBED PERIOD (AWARD CLAUSE 52(3))</u>	<u>DAILY RATE OFFICERS WITHOUT DEPENDENTS RELIEVING ALLOWANCE FOR PERIOD IN EXCESS OF 42 DAYS (AWARD CLAUSE 49(1)(b) (ii))</u>

ALLOWANCE TO MEET INCIDENTAL EXPENSES

		\$
(1)	WA - South of 26° South Latitude	14.55
(2)	WA - North of 26° South Latitude	21.70
(3)	Interstate	21.70

ACCOMMODATION INVOLVING AN OVERNIGHT STAY IN A HOTEL OR MOTEL

		\$	\$	\$
(4)	WA - Metropolitan Hotel or Motel	305.45	152.70	101.80
(5)	Locality South of 26° South Latitude	208.55	104.30	69.50
(6)	Locality North of 26° South Latitude			
	Broome	456.70	228.35	152.25
	Carnarvon	255.15	127.55	85.05
	Dampier	366.70	183.35	122.25
	Derby	342.20	171.10	114.05
	Exmouth	292.70	146.35	97.55
	Fitzroy Crossing	370.20	185.10	123.40
	Gascoyne Junction	291.70	145.85	97.25
	Halls Creek	247.20	123.60	82.40
	Karratha	445.70	222.85	148.55
	Kununurra	331.70	165.85	110.55
	Marble Bar	271.70	135.85	90.55
	Newman	338.95	169.50	113.00
	Nullagine	256.70	128.35	85.55
	Onslow	273.30	136.65	91.10
	Pannawonica	192.70	96.35	64.25
	Paraburdoo	259.70	129.85	86.55
	Port Hedland	367.15	183.55	122.40
	Roebourne	241.70	120.85	80.55
	Shark Bay	240.20	120.10	80.05
	Tom Price	320.20	160.10	106.75
	Turkey Creek	235.70	117.85	78.55
	Wickham	508.70	254.35	169.55

	Wyndham	254.70	127.35	84.90
(7)	Interstate - Capital City			
	Sydney	304.90	152.45	101.60
	Melbourne	288.55	144.30	96.15
	Other Capitals	270.10	135.05	89.95
(8)	Interstate - Other than Capital City	208.55	104.30	69.50

ACCOMMODATION INVOLVING AN OVERNIGHT STAY AT OTHER THAN A HOTEL OR MOTEL

(9)	WA - South of 26° South Latitude	93.65		
(10)	WA - North of 26° South Latitude	128.25		
(11)	Interstate	128.25		

TRAVEL NOT INVOLVING AN OVERNIGHT STAY OR TRAVEL INVOLVING AN OVERNIGHT STAY WHERE ACCOMMODATION ONLY IS PROVIDED.

(12)	WA - South of 26° South Latitude:			
	Breakfast	16.30		
	Lunch	16.30		
	Dinner	46.50		
(13)	WA - North of 26° South Latitude			
	Breakfast	21.20		
	Lunch	33.20		
	Dinner	52.20		
(14)	Interstate			
	Breakfast	21.20		
	Lunch	33.20		
	Dinner	52.20		

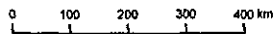
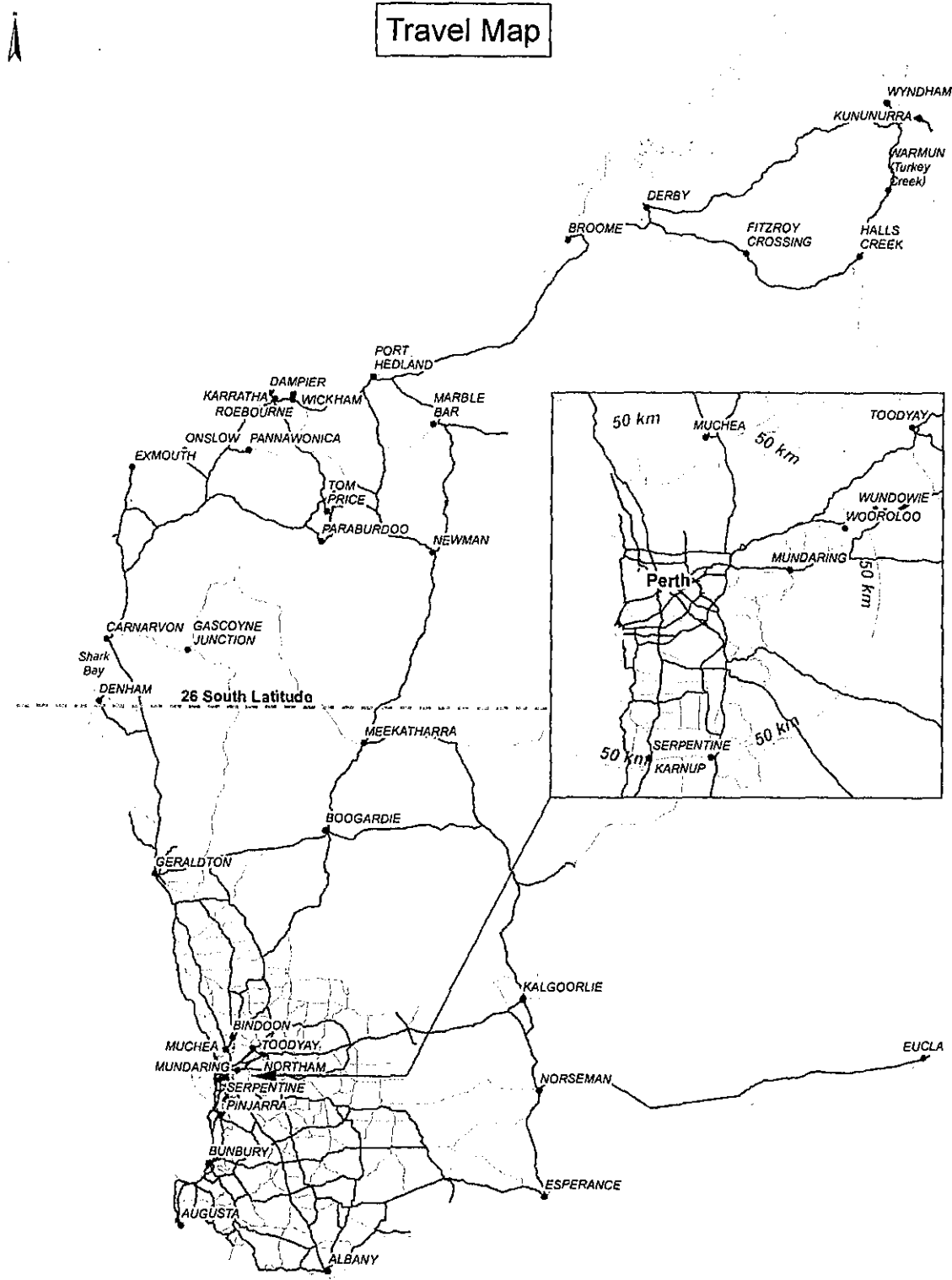
DEDUCTION FOR NORMAL LIVING EXPENSES (Transfer clause 59.5)

(15)	Each Adult	26.25		
(16)	Each Child	4.50		

MIDDAY MEAL (Travelling Clause 57)

(17)	Rate per meal	6.35		
(18)	Maximum reimbursement per pay period	31.75		

ATTACHMENT C - MEAL AND ACCOMMODATION ALLOWANCE MAP

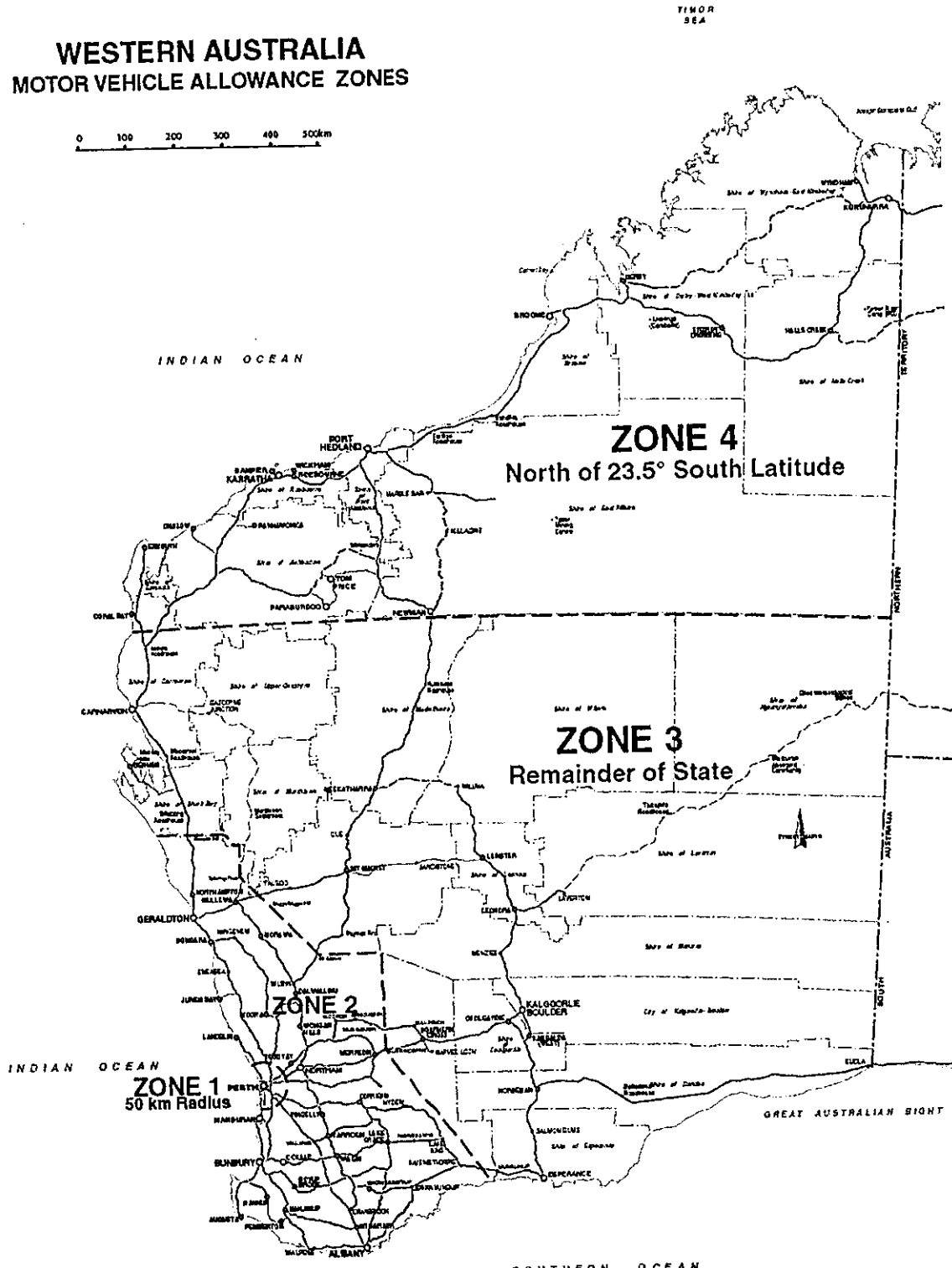


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 Date of Print: 30-Nov-2016

ATTACHMENT D - MOTOR VEHICLE ALLOWANCE

PART 1 - Maps

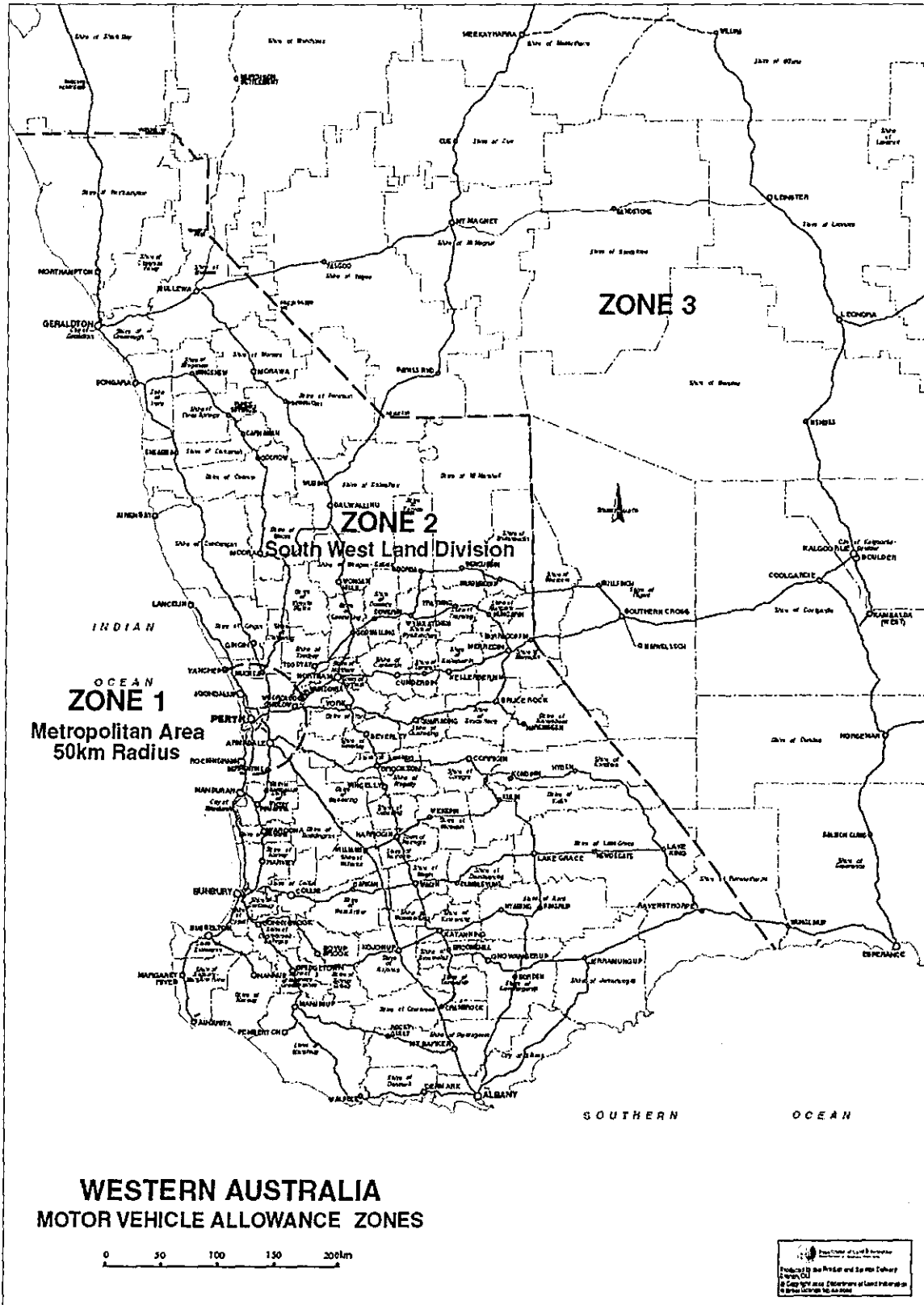
WESTERN AUSTRALIA MOTOR VEHICLE ALLOWANCE ZONES



Department of Planning, Lands and Heritage
 Planning and Land Services
 State of Western Australia
 1000 Swanbourne Way
 Perth, Western Australia 6008

ATTACHMENT D - MOTOR VEHICLE ALLOWANCE

PART 1 – Maps cont.



ATTACHMENT D – MOTOR VEHICLE ALLOWANCE cont.

PART 2

MOTOR CAR

Area Details	Rate (cents) per kilometre		
	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600cc to 2600cc	1600cc and under
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5° South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6

MOTOR CYCLE

Rate – Cents per kilometre 31.0

ATTACHMENT E - SUSTENANCE FOR CADETS DURING STUDY PERIODS

SUSTENANCE CATEGORY	Year of Study	Sustenance Rate	Sustenance Rate
		From 1 February 2020	From 1 February 2021
Category I A Cadet attending a Western Australian University who is not eligible to receive a living away from home allowance as defined in Category II		Fortnightly Rate	Fortnightly Rate
		\$	\$
	1st Year	554.20	592.60
	2nd Year	620.50	658.90
	3rd Year	684.30	722.70
	4th Year	738.50	776.90
	5th Year	760.80	799.20
Category II A Cadet attending a Western Australian University whose ordinary place of residence is outside a radius of 40 km from the Perth GPO and who is obliged to live away from their ordinary residence.		Fortnightly Rate	Fortnightly Rate
		\$	\$
	1st Year	698.10	736.50
	2nd Year	790.30	828.70
	3rd Year	875.00	913.40
	4th Year	948.80	987.20
	5th Year	974.80	1013.20
Category III A Cadet attending an Australian University in another State.		Annual Rate	Annual Rate
		\$	\$
	1st Year	15,608	16,608
	2nd Year	17,594	18,594
	3rd Year	19,388	20,388
	4th Year	21,005	22,005
	5th Year	21,580	22,580

Special Supplementary Allowance

Full-time Cadets in Categories II or III who are in residence at a University College, are entitled to a special supplementary allowance to cover the cost of college accommodation. The cost of accommodation in excess of \$355 per fortnight is reimbursed by Main Roads.

A Cadet who is living in accommodation other than a University College is also entitled to this allowance. However, the reimbursement will not exceed the amount which would have been payable if the Cadet was in residence at a College of the University which they are required to attend.

ATTACHMENT F - TRAVEL CONCESSIONS FOR ANNUAL LEAVE

APPROVED MODE TRAVEL		TRAVEL CONCESSION	TRAVELLING TIME
(A)	Air	Air fare for the Employee and their Dependants.	One day each way.
(B)	Road	Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return air fare for the Employee and Dependants, travelling in the motor vehicle.	North of 20° South - Latitude- two and one half days each way. Remainder - two days each way.
(C)	Air & Road	Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the Employee. Air fares for Dependants.	North of 20° South - Latitude- two and one half days each way. Remainder - two days each way.

ATTACHMENT G - OVERTIME ALLOWANCE

PART I - OUT OF HOURS CONTACT

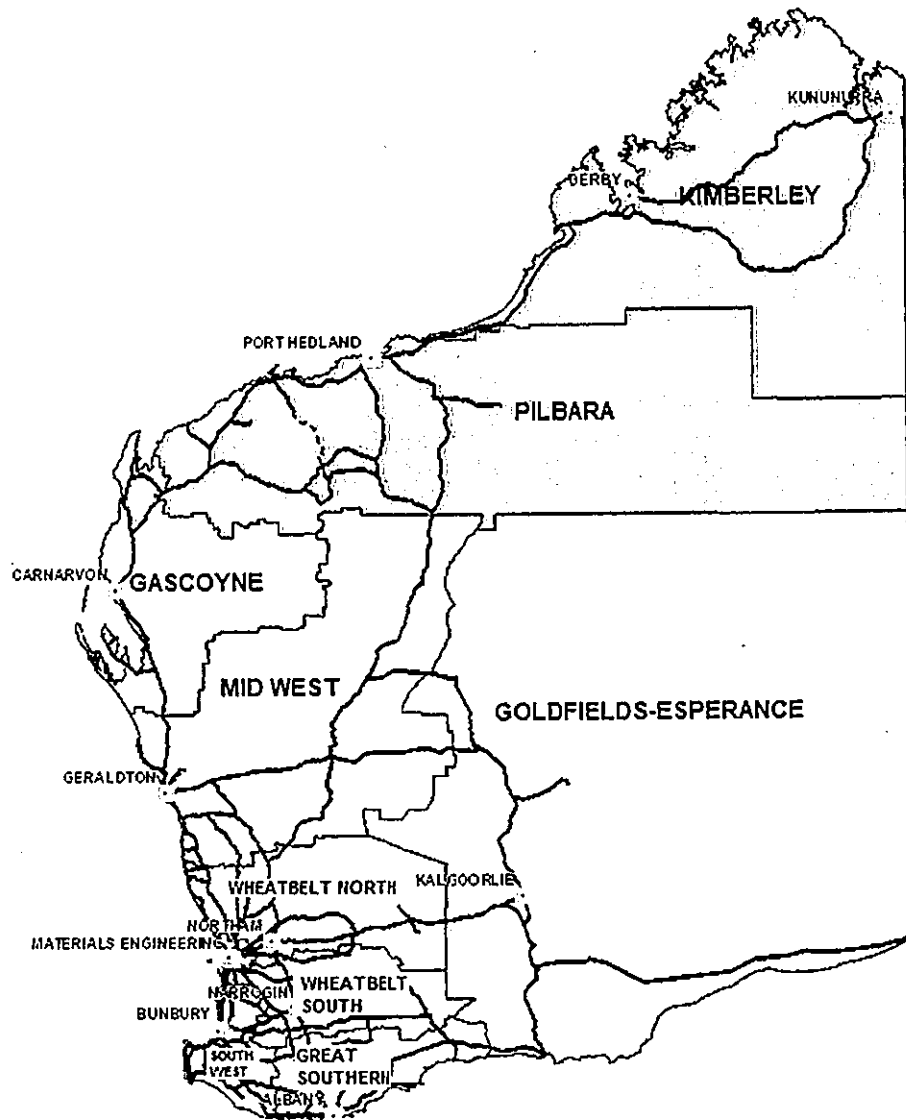
The Out of Hours Contact Allowance will be calculated in accordance with subclause 24.3(a) of this Agreement.

PART II – MEALS (AWARD SCHEDULE I)

Breakfast	\$10.80 per meal
Lunch	\$13.30 per meal
Evening Meal	\$15.95 per meal

ATTACHMENT H - COMMUTED OVERTIME ALLOWANCE

Subclause 60.3(a) refers



Main Roads Regions for the purposes of Commuted Overtime